

**JOINT SELECTBOARD and BOARD OF HEALTH
MEETING NOTICE**

Due to COVID-19 Public Participation will be by:

Join Zoom Meeting: <https://zoom.us/j/95079199468>

Meeting ID: 950 7919 9468 Password: 229535

Dial into meeting: +1 646 558 8656 or +1 312 626 6799 or +1 301 715 8592

Monday, January 11, 2021

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

Meeting Being Taped

Votes May Be Taken

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Board of Health Chair opens the meeting, roll call taken
3. 6:31 Approve Minutes:
 - Joint Selectboard, Airport Commission, Finance Committee and Capital Improvements Committee: December 21, 2020
 - Joint Selectboard and Board of Health: December 21, 2020
4. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
5. 6:35 Liquor License Transfer Request
 - Sow Loud, LLC dba The Upper Bend, William McKerchie as manager has applied for the transfer of the Annual §12 General On Premises Wine and Malt Beverage License from Mystic Pinball, LLC located at 110 – 112 Avenue A, Turners Falls
6. 6:45 COVID-19 Updates and Action Items
 - Review of any Updated State Guidance or Orders
 - Update on Montague COVID case counts and other summary data
7. 6:55 Nour Elkhattaby Strauch, Age-Friendly Program Manager, LifePath
 - Age-Friendly Communities Presentation
8. 7:05 Personnel Board
 - Appoint Town Administrator as MMA Annual Meeting Delegate
 - DPW Superintendent request for hourly compensation for response to major storm events (continued from 12/7/2020)
9. 7:15 Bridge Updates
 - General Pierce Bridge project status and proposal for additional improvements
 - 6th Street Bailey Bridge Repair Research
 - 5th Street Pedestrian Bridge Replacement
 - Center Street Bridge Replacement
 - Chestnut Hill Loop Bridge Replacement
 - North Leverett Road Bridge Advocacy
 - General Advocacy Work Relative to Bridge Maintenance and Repair

**JOINT SELECTBOARD and BOARD OF HEALTH
MEETING NOTICE
Monday, January 11, 2021**

10. 7:30 Brian McHugh, FCRH&RA
 - Authorize payment to FC Community Development Corp. for loan service fees and reimbursement of loan funds given to 4 Montague businesses through the Town's FY19 Community Development Block Grant, \$21,600

- 11 7:35 Walter Ramsey, Town Planner
 - Execute contract for FY21 Complete Streets Engineering Services (extended sidewalks on Montague St, Turnpike Rd, and Keith St) with McMahon Associates for lump sum fee of \$23,700, subject to Ch90 reimbursement authorization from MassDOT

12. 7:40 EPA Removal Action at 11 Power Street in Turners Falls (Railroad Salvage Property)

13. 7:50 Montague Priorities Relative to FirstLight FERC Application

14. 8:00 Consider Host Community Agreement and Letter of Support to the Cannabis Control Commission for Flower Power Relative to a Proposed Cannabis Cultivation and Manufacturing Establishment at 180 Industrial Boulevard (Map 17, Lot 13A)

15. 8:10 Request for Transfer from the Reserve Fund
 - Transfer \$10,000 to Property & Liability Insurance, #001-5-946-5740-000, present balance (\$5,304.72). (For: \$3,415 New DPW Building, \$288 – 11 Power Street)

16. 8:20 Winter Special Town Meeting
 - Review of Logistical Requirements
 - Consideration of Meeting Date
 - Opening of Winter STM Warrant

17. 8:30 Town Administrator's Report
 - Airport Land Acquisition Key Meeting Dates
 - CARES Act update
 - Topics not anticipated in 48 hour posting

Upcoming Meetings:

- Selectboard Meeting, **MONDAY, January 25, 6:30 PM** via Zoom

Recorder:

Please publish the following as a legal notice on **Wednesday, December 30, 2020.**

PUBLIC HEARING

In accordance with the provisions of Chapter 138, General Laws, as amended, the Inhabitants of the Town of Montague are hereby notified that Sow Loud, LLC dba The Upper Bend, William McKerchie as manager, has applied for the transfer of the Annual §12 General On-Premises Wine and Malt Beverage License from Mystic Pinball, LLC. The premise is located at 110 – 112 Avenue A, Turners Falls, MA consisting of a first floor dining room and kitchen approx. 1,100 square feet. The dining area is approx. 650 sq. ft. with seating for 37 guests. There will be a locked refrigerator in the kitchen with access restricted to management. There are 3 Entrances/Exits, seating capacity is 37 with occupancy at 42.

Date and place of hearing: Monday, January 11, 2021 at 6:35 P.M. via ZOOM
Join Zoom Meeting: <https://zoom.us/j/95079199468>; Meeting ID: 950 7919 9468
Passcode: 229535. Dial by your location: 1 646 558 8656 US (New York)

Montague License Commissioners



**The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc**

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Pledge of Inventory | <input type="checkbox"/> Change of Class |
| <input type="checkbox"/> Alteration of Premises | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> Change of Category |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Change of License Type
(\$12 ONLY, e.g. "club" to "restaurant") |
| <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Other <input type="text"/> | |

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Sow Loud LLC dba The Upper Bend, is a small cafe serving a from scratch menu of food and drink. Beer and wine will compliment our existing menu, especially during brunch and dinner hours. We will offer a curated list of wine, local ciders and beers. Beer and wine will help our business access more revenue with better margins than food and non-alcoholic beverages.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12 <input checked="" type="radio"/>	\$12 General On-Premises <input checked="" type="radio"/>	Wines and Malt Beverages <input checked="" type="radio"/>	Annual <input checked="" type="radio"/>

3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number	<input type="text" value="05000-GP-0736"/>	FEIN	<input type="text" value="83-4387524"/>
Entity Name	<input type="text" value="Sow Loud, LLC"/>		
DBA	<input type="text" value="The Upper Bend"/>	Manager of Record	<input type="text" value="William McKerchie"/>
Street Address	<input type="text" value="112 Avenue A Turners Falls, MA 01376"/>		
Phone	<input type="text" value="315-396-3607"/>	Email	<input type="text" value="hello@upperbend.com"/>
Add'l Phone	<input type="text" value="617-733-0384"/>	Website	<input type="text" value="upperbend.com"/>

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

This application alters the current premises to 110-112 Avenue A (all within the envelop/same building as originally granted). The 110 and 112 spaces are approx 1100 sq ft in total and comprised of dining room (650 sq ft) and kitchen, storage, and two bathrooms (one for staff, one for customers).

Total Sq. Footage	<input type="text" value="1100"/>	Seating Capacity	<input type="text" value="37"/>	Occupancy Number	<input type="text" value="42"/>
Number of Entrances	<input type="text" value="3"/>	Number of Exits	<input type="text" value="3"/>	Number of Floors	<input type="text" value="1"/>

WendyB-Montague Board of Selectmen

From: Nour Elkhattaby Strauch <nelkhattabystrauch@lifepathma.org>
Sent: Thursday, December 10, 2020 2:36 PM
To: WendyB-Montague Board of Selectmen
Subject: Age-Friendly Communities presentation for Selectboard
Attachments: Age-Friendly Communities Article - The Good Life.pdf

Hello Wendy,

My name is Nour and I work for LifePath as the Age-Friendly Program Manager. We just spoke on the phone regarding scheduling a presentation for the Selectboard in early January and I am following up with more information on the project.

We have recently received a grant from the MA Healthy Aging Fund to support towns in Franklin County and the North Quabbin join the Age-Friendly Communities Network; a movement that was started by the WHO and is administered in the US by AARP. This project uses 8 different domains to assess and improve conditions for older adults in their communities. Attached is an article I wrote for the Recorder containing more details on the program.

As I mentioned on the phone, I would really appreciate 10 to 15 minutes to present the project and answer any questions.

Please let me know if you need any additional information.

Many Thanks,
Nour

Nour Elkhattaby Strauch
Age-Friendly Program Manager
LifePath
101 Munson St. Suite 201
Greenfield, MA 01301
413-828-9274



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LifePath's New Initiative Aims to Make Our Communities More Age-Friendly

By Nour Elkhattaby Strauch, Age-Friendly Program Manager



Nour Elkhattaby Strauch

LifePath is embarking on an exciting new initiative with the aim of making communities in Franklin County and the North Quabbin region more age-friendly. Unlike many of our direct service programs, this project will target long-term, policy and systems level change to both the built environment and the social environment. So, what does it mean to be more age-friendly? Why is it important to do this work now? And how can you take part in transforming your community?

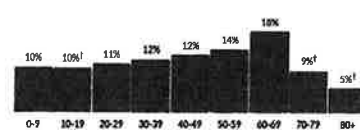
Due to the tremendous advances achieved in technology, modern medicine, and public health over the past century, people today are generally living much longer and healthier lives. This unprecedented jump in life expectancy, coupled with a decrease in fertility rates, means that we are witnessing new trends in what the population looks like. By the year 2035, people aged 65 and over in the United States will outnumber those under the age of 18 for the very first time. This shift will happen sooner in Massachusetts and has, in fact, already happened in Franklin County (Figure 1)¹.

46.7

Median age

about 20 percent higher than the figure in Massachusetts: 39.5
 about 25 percent higher than the figure in United States: 38.2

Population by age range



These changes in the demographic makeup of our region are bringing forth new sets of opportunities and challenges. As we grow older, we are gaining momentum and building up valuable experience and collective wisdom, and we have more time to contribute to the success of our communities. At the same time, our needs and priorities are also changing in significant ways, while our public policy and infrastructure have not kept pace to account for these changing needs. That is why it is very important to recognize and celebrate the services provided to older people in our region by Senior Centers, Councils on Aging, local governments and nonprofits, and to continue identifying more ways to combat ageism and make our communities work better for everyone, no matter their age. One of these ways is by joining the Age-Friendly Communities movement.

Initiated by the World Health Organization, the Age-Friendly Communities movement aims to help both urban and rural communities transform in ways that respond to the needs of the most vulnerable. AARP (formerly called the American Association of Retired Persons), which administers the program in the United States, believes that these communities "should provide safe, walkable streets; age-friendly housing and transportation options; access to needed services; and opportunities for residents of all ages to participate in community life."² Indeed, communities that approach planning with

older people in mind, and at the decision making table, tend to be more accessible and work better for everyone else too. AARP has also identified 8 domains of livability that can be used by communities as a framework to organize their work and prioritize their most urgent needs while on their way to becoming more age-friendly (Figure 2)³. This framework offers a lot of flexibility for towns to focus on all or just some of these domains, combine them when deemed appropriate, or even add a new domain.



Adapted from: Suzanne Garon, University of Sherbrooke

So far, there are hundreds of municipalities and six states across the US that have joined the Age-Friendly Communities Network, including Massachusetts. Within our state, almost 70 municipalities have received the designation, although Deerfield remains the only one in the Franklin County and the North Quabbin region to do so. Getting enrolled in the network is only the first step toward achieving liveability, and represents the town's commitment to actively work to increase the age-friendliness of the community. The full process takes 3 to 5 years and includes 4 major phases: enrollment, conducting surveys to assess needs, creating an action plan, and implementation.

The good news is that LifePath has received a grant to initiate and coordinate Age Friendly work in our service area. Moreover, we will be integrating dementia friendly work in this project to ensure that our age-friendly efforts also meet the needs of people living with dementia and their caregivers. This means that LifePath will play the role of a catalyst; convening and connecting different stakeholders in our communities to form action teams that will lead the project. Stakeholders will include local officials, Councils on Aging, the business community, civil society organizations, and any interested residents who want to help shape the direction and future of this project. In order to be successful, it is vital that we create diverse and multisectoral teams that are plugged into different facets of life in the region, so that we can generate accurate assessments of needs and effective action plans addressing them.

As a first step, we will be holding two introductory Zoom meetings to provide more information about the project, answer lingering questions, listen to your comments, and start to build our action teams. The meetings are scheduled for Monday, October 5, at 10:30 a.m., and Wednesday, October 7, at 5:30 p.m., and will last for one hour. To register for one of these meetings, please contact Nour Elkhattaby Strauch, Age-Friendly Program Manager at LifePath, at nelkhattabystrauch@lifepathma.org or 413-773-5555 x2299.

Source List

- <https://censusreporter.org/profiles/05000US25011-franklin-county-ma/>
2. & 3. <https://www.aarp.org/content/dam/aarp/livable-communities/livable-documentsdocuments-2018/action-plans/Miami%20Dade-FL-Action-Plan-2019.pdf>

You need support that meets unique needs.



We'll give you information so you can make the best choice.

413.773.5555 | 978.544.2259 | 800.732.4636
 Info@LifePathMA.org | LifePathMA.org

 *Franklin County Home Care Corporation*

W I Z Z

RADIO

24/7 on

FM 100.5

Great Music Memories

Reach thousands of existing and potential clients with an advertisement in *The Good Life*.

 **GREENFIELD RECORDER**
 recorder.com 413
 Your community news 24/7

For more information contact
Suzanne Hunter
 413-772-0261 x228
 shunter@recorder.com

**MMA's Annual Business Meeting
Friday, January 22, 2021 at 1:00 p.m.
Official Delegate Notification Form from the City/Town of Montague**

IMPORTANT: PLEASE COMPLETE AND RETURN THIS FORM TO NOTIFY THE MMA OF YOUR COMMUNITY'S OFFICIAL DELEGATE TO THE ANNUAL BUSINESS MEETING.

Please fill out this form and email it to Alandra Champion at achampion@mma.org at the MMA by Wednesday, January 13, 2021. We need this information for MMA's official records. Thank you!

Under the MMA's bylaws, each community shall designate one delegate to officially represent the community at the Annual Business Meeting (there is no limit on the number of officials who can register and attend from any community). The following individuals can be designated as official delegates on behalf of the community as follows:

- 1) In the case of a city, its chief executive (the Mayor or City Manager), or a Councillor designated in writing (via this form) by the chief executive; and
- 2) In the case of a town, the Chair of the Select Board or the Town Council, or another Select Board Member, Councillor, or the Manager (Town Manager, Town Administrator or other similar title), as designated in writing (via this form) by said Chair.
- 3) In order to be a delegate, said representative must register in advance for the MMA's 2021 Annual Meeting & Trade Show. All municipal officials can register for the Annual Meeting at this link: <https://www.mma.org/annual-meeting/register/>

The Zoom link to attend the Annual Business Meeting on January 22nd will be available to all municipal officials who are registered for the MMA's 2021 Annual Meeting & Trade Show. The link will be on the conference platform.

PLEASE DOWNLOAD AND RETURN THIS FORM TO DESIGNATE YOUR COMMUNITY'S OFFICIAL DELEGATE TO THE JAN. 22 ANNUAL BUSINESS MEETING to Alandra Champion at the MMA at achampion@mma.org

NAME OF COMMUNITY: Town of Montague

NAME & TITLE OF THE OFFICIAL DELEGATE: Steve Ellis

NAME & TITLE OF THE APPROVING MUNICIPAL OFFICIAL: Richard Kuklewicz, Chair, Selectboard

**PLEASE RETURN THIS FORM TO to Alandra Champion at the MMA at achampion@mma.org. THE DEADLINE IS WEDNESDAY, JANUARY 13TH.
THANK YOU!**



Montague DPW
500 Avenue A
Turners Falls, MA 01376
Tel. 413-863-2054

December 3, 2020

To the Montague Selectboard:

I am requesting that the Selectboard approve that I can receive a hourly rate of \$35 per hour (same as snow plow rate) for the following reasons.

Right now I can receive compensation for all meeting and call in's, right now I will get called in for any building issue, large sewer back ups or in home sewer back up's and of course extreme weather emergency's, any of these events could take from one to several hours.

I will put in for comp time for call in's, the extreme weather events are happening more frequently in the summer which mean I will accumulate more than the 75 hours of comp time which makes me take time off or lose the time I have earned.

I am asking for a hourly rate instead of comp time for the extreme non snow events to include Extreme weather events, sewer back ups weather on the street or in a private home or buildings, if the DPW is called in to assist another Town department or other unforeseen event that takes 4 hours or longer.

Respectfully,

Tom Bergeron
Superintendent
Montague DPW

Northern Construction Service, LLC.

775 Pleasant Street, Unit 11
Weymouth, MA 02189
Tel: (781) 340-9440

1520 Park Street, P.O. Box 900
Palmer, MA 01069
Tel: (413) 289-1230

December 10, 2020

Massachusetts Department of Transportation
District 2
811 North King Street
Northampton, MA 01060

Attention: Peter Cavicchi – District 2 Highway Director

Re: Bridge Rehabilitation (Including Painting) Br. No. G-12-020=M-28-001 (General Pierce Bridge)
Montague City Road over the Connecticut River in the Municipalities of GREENFIELD-
MONTAGUE – Contract No. 111028
Truss Superstructure Painting EWO

Dear Mr. Cavicchi:

Northern Construction Service, LLC. respectfully submits the following extra work order proposal to provide a significant structural and historic public betterment for the cleaning and painting of the upper truss bridge superstructure for the above referenced project.

The original contract scope of work specifies that the existing steel to be cleaned and painted includes floor beams, stringers, truss lateral bracing, truss bearings, lower chords, gusset plates and connections, and all other steel below the deck level. The truss upper chords, verticals, diagonals, and sway frames above the deck level do not require cleaning & painting. Attached are marked up contract plans (elevation and cross section) delineating visually the limits of the painting noted above.

We understand that the intent of the original scope of work, as discussed during early community outreach efforts, was not totally aimed to maximize a comprehensive investment in the bridge due to the constraints of funding among other time sensitive concerns. The rehabilitation was intended to be an immediate and viable solution to upgrading the safety and rating of the bridge by way of the reconstruction of the significantly deteriorated superstructure deck, sidewalks, under-deck steel framing, and bearings. The proposed work was discussed to provide a 25-year life expectancy while other long-term measures, such as complete bridge replacement that is estimated to exceed \$60M, are intended to be developed in the future. The bridge, from a structural and service perspective, is a major conduit for businesses, residents, and many of those passing through the surrounding Rte-2 and I-91 corridor with its average daily traffic count in the vicinity of 12,000 per day.

The bridge, from a preservation perspective, is also established and cherished historically in the community, as well as the state, for its iconic presence dating back to its construction in 1947 where it reestablished travel, by way of bridge, along this existing route dating back to the 1800s. It is distinguished as a landmark structure by being one of very few and longer Pennsylvania through truss spans and Camelback through truss spans in the state. It is uniquely designed to accommodate the 28-degree skew of the crossing creating a majestic and asymmetrical appearance. The bridge was dedicated to and named for General Frederick E. Pierce who resided in Greenfield; served in the Spanish American War; retired with rank of major general; and returned a hero to the area while holding numerous town organizational positions making a lifelong commitment to the area. The

Northern Construction Service, LLC.

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conditions noted above are only a few that are of relevance to justify and substantiate taking appropriate actions in the present to better the future of the bridge and the volume of those that use it daily.

Our proposal to clean and paint the upper portion of the bridge, while it is currently undergoing its originally proposed repairs, will provide a significant public benefit, historic betterment, and much longer service life. It will be performed at a substantial fraction of the cost and exponentially less disruption to the public, including emergency response, if the work is performed under this contract now. This would be as opposed to in the future, in some other capacity, with the bridge already open then accompanied by painting to be performed in multi-phases. It would yet again require a partial or full bridge closure with an estimated detour time of up to 15 minutes and as much as 6.5 miles to travel between the south end and north end of the bridge by way of detour routes. The health and safety of the public utilizing the bridge will also be greatly improved by the removal rust, flaking, peeling, and hazardous lead-based paint that has inundated the structure that is falling to the sidewalks, roadway, and river below (current photos are attached for reference).

The added bridge rehabilitation, although a significant undertaking, will be performed within the original contract duration, most likely months sooner, with no repercussions or time related claims passed on to MassDOT due solely to this cost proposal. The schedule is attainable if the bridge, already closed to vehicular traffic, is also closed to pedestrians so that all originally proposed contract work can be performed in one stage, including that of the additional cleaning and painting proposed herein. The bridge is currently specified to remain open to pedestrians with deck and steel repairs being performed in two stages. The possibility exists for further investigation of alternate pedestrian travel routes and/or local shuttles, if deemed required, while understanding that the short-term hindrance is eclipsed by the long-term benefit. One stage construction inherently provides for higher design and construction quality offering another tangible upgrade. This is due to the elimination of joints between stages, including other nuances, that are susceptible to advanced deterioration when compared to the rest of any given monolithic structure regardless of best efforts of quality control.

The estimated project value, at bid time, was \$18,592,000.00 while our bid and ensuing contract award value was for \$13,787,742.50 providing for a value to the public that was well under budget due to several factors such as creative and experienced approaches, construction techniques, and competitive bidding between contractors. Our lump sum cost proposal for this work is \$6,679,699.07. Attached is our breakdown of costs and relevant back up as required. Please note, as outlined by our painting subcontractor, that they have provided a price for their portion of the work for approximately 129,120 square feet utilizing a unit price of \$48 per square foot (total of \$6,197,760.00) that was used in 2016 for a similar structure within District 2. They have provided a reduction, although costs have increased, to a lump sum of \$6,000,000.00 (\$46.47 per square foot). Our cost breakdown utilizes this pricing structure and includes our appropriate costs in subcontractor markup only to service our subcontractor during the implementation of the additional cleaning and painting.

Please advise us if acceptable. We understand that further negotiation whether related to time or costs may be necessary. If you have any questions, or require any additional information, please call the undersigned.

Very truly yours,



Shawn Clark - Project Manager

BREAKDOWN OF COSTS

Northern Construction Service, LLC.

775 Pleasant Street, Unit 11
Weymouth, MA 02189
Tel: (781) 340-9440

1520 Park Street, P.O. Box 900
Palmer, MA 01069
Tel: (413) 289-1230

EXTRA WORK ORDER BREAKDOWN

TRUSS SUPERSTRUCTURE PAINTING

TOTAL COST RECAPITULATION CHART

Project: Bridge Rehabilitation (Including Painting) Br. No. G-12-020=M-28-001 (General Pierce Bridge) Montague City Road over the Connecticut River in the Municipalities of GREENFIELD-MONTAGUE

Contract No.: 111028

Date: December 10, 2020

Description: Clean & paint the entire upper truss including all applicable engineering controls, containment installation & takedown, etc.

Item	Description		Totals
1	Direct Labor		\$ -
2	Equipment		\$ -
3	Materials		\$ -
4	Subtotal (Lines 1+2+3)		\$ -
5	Overhead (10% of Line 4)	10.0%	\$ -
6	Labor Burden (Payroll Taxes x Line 1)	23.40%	\$ -
7	Fringe Benefits (Health, Welfare, Etc.)		\$ -
8	Workers Compensation Insurance (from below WC Table)		\$ -
9	Subcontractors		\$ 6,000,000.00
10	Subtotal (Lines 4+5+6+7+8+9)		\$ 6,000,000.00
11	Profit (10% of Line 10)	10.0%	\$ 600,000.00
12	Subtotal (Lines 10+11)		\$ 6,600,000.00
13	General Liability (0.5230% of gross sales x Line 12)	0.5230%	\$ 34,518.00
14	Subtotal (Lines 12+13)		\$ 6,634,518.00
15	Bond (0.681% x Line 14)	0.681%	\$ 45,181.07
16	GRAND TOTAL (LUMP SUM) (Lines 14+15)		\$ 6,679,699.07

Labor Burden (Payroll Taxes)	
Federal Insurance Contribution Act (FICA)	7.65%
Federal Unemployment Tax (FUTA)	0.60%
State Unemployment Tax (SUTA)	14.78%
MA Pd Family Med Leave Act (MAPFMLA)	0.372%
TOTAL	23.40%

Fringe Benefits (Health, Welfare, Etc.)			
<u>Trade</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
TOTAL	0.00	\$	-

Workers Compensation Insurance (only applies to ST Wage Rate)			
<u>Trade</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
TOTAL	#REF!		
Subtotal based on ST Wage Rates			\$ -
WC Insurance		3.83%	\$ -

Northern Construction Service, LLC.

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Weymouth, MA 02189
Tel: (781) 340-9440

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Tel: (413) 289-1230

EXTRA WORK ORDER BREAKDOWN

TRUSS SUPERSTRUCTURE PAINTING

DIRECT COST SUMMARY BREAKDOWN

Project:	Bridge Rehabilitation (Including Painting) Br. No. G-12-020=M-28-001 (General Pierce Bridge) Montague City Road over the Connecticut River in the Municipalities of GREENFIELD-MONTAGUE		
Contract No.:	111028		
General Description:	Clean & paint the entire upper truss including all applicable engineering controls, containment installation & takedown, etc.		
Date:	December 10, 2020		
Labor:			\$ -
	Subtotal of Direct Labor	\$ -	
Equipment:			\$ -
	Subtotal of Equipment	\$ -	
Materials:			\$ -
	Subtotal of Materials	\$ -	
Subcontractor:	Atsalis Bros Painting (Atsalis quote & estimate via letter dated 12/1/20)	1 ls \$ 6,000,000.00	\$ 6,000,000.00
	Subtotal of Subcontractors	\$ 6,000,000.00	
Subtotal of Direct Costs			\$ 6,000,000.00

EQUIPMENT RATES (N/A)

**VENDORS &
SUBCONTRACTORS
(ALPHABETICAL ORDER)**



ATSALIS BROS. PAINTING

SANDBLASTING

COATINGS

INDUSTRIAL

COMMERCIAL

24595 Groesbeck Highway, Warren, Michigan 48089

December 1, 2020

Shawn Clark
Northern Construction
775 Pleasant Street
Weymouth, MA 02189

Re: Upper Truss Painting
MassDOT Contract 601186-111028, Greenfield - Montague

Shawn,

As you are aware, Atsalis Brothers Painting has the subcontract to clean and paint the structural steel below the road deck for the above referenced contract. While we are mobilized and road closures are in place, it would be to the Departments benefit to clean and paint the remaining upper truss portion of the structural steel per the same specifications.

The following is our quote to clean and paint the upper truss portion of Montague City Road over the Connecticut River. Please note that the square foot unit price of \$48.00 is the same unit price we used to bid on the Westfield railroad bridge which was a similar type overhead truss structure in the same district. The Westfield railroad bridge was bid in August of 2016 and we did not increase the square foot price although labor and material costs have escalated substantially since that time.

Upper Truss Square Feet	129,120
Price per Square Foot	<u>\$48.00</u>
Total	\$6,197,760.00

Atsalis Brothers Painting is will to work with the Department and perform this work for \$6,000,000.00.

If this additional work is added to the contract, it will not interfere with the project schedule.

Please feel free to contact me with any questions or comments.

Sincerely,

A handwritten signature in black ink that reads "Garry D. Manous". The signature is written in a cursive style with a long horizontal flourish at the end.

Garry D. Manous
Vice President of Operations

**TRUSS PAINTING LIMITS
(ORIGINAL CONTRACT) PLAN
MARK UPS**

REMAIN (TYP.)
 OP./EXIST.
 WINGWALL
 DATE AND
 LOCATION
 WY. GUARDRAIL
 ON (TYP.)

PROP. PARAFFIN JOINT
 (TYP., SEE NOTE 2)

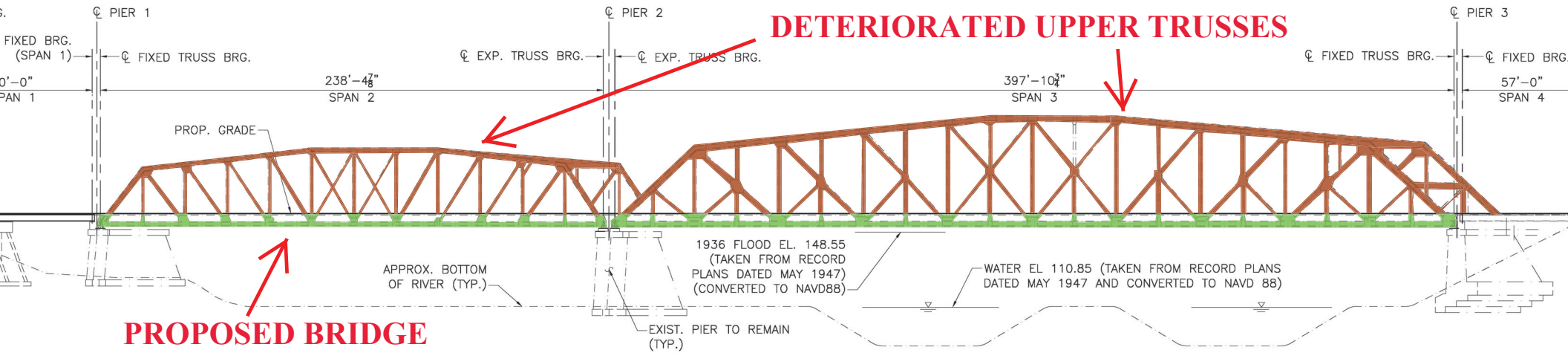
GREENFIELD
 (APPROX. TOWN L)
 CONNECTICUT

GENERAL PLAN
 SCALE: 1" = 30'-0"

NOTES:

1. THE EXISTING TRUSS IS NOT SHOWN FOR CLARITY.
2. SEE BRIDGE SHEETS 39 AND 40 FOR RAIL POST, PARAFFIN JOINT AND SCUPPER SPACING DIMENSIONS.
3. THE CENTERLINE OF BEARINGS OF THE STRINGERS ON THE TRUSS SPANS ARE SHOWN ON THE FRAMING PLAN.
4. UTILITIES AND UTILITY SUPPORTS NOT SHOWN FOR CLARITY.

PROP. ASPHALTIC
 BRIDGE JT.
 SHORELINE
 PROP./EXIST.
 S.E. WINGWALL

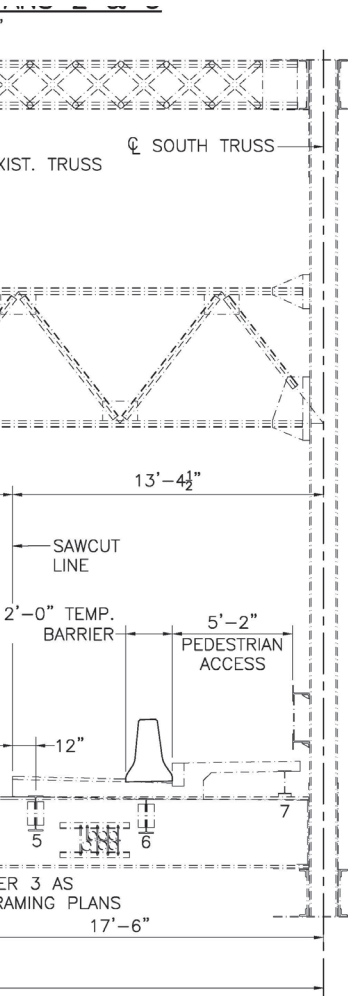


**PROPOSED BRIDGE
 PAINTING (ORIGINAL)**

**HEAVILY RUSTED &
 DETERIORATED UPPER TRUSSES**

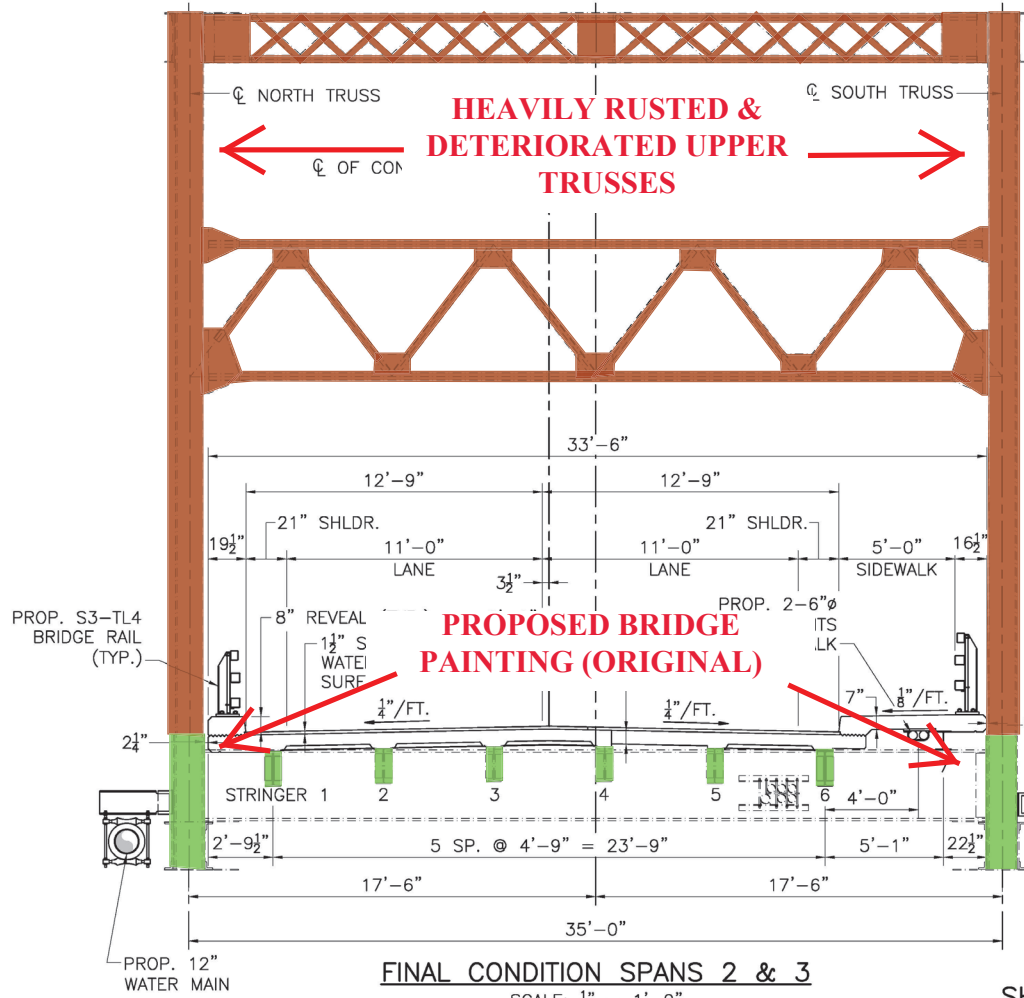
SOUTHERLY ELEVATION
 (NORTHERLY SIMILAR)
 SCALE: 1" = 30'-0"

MARCH 14, 20
DATE

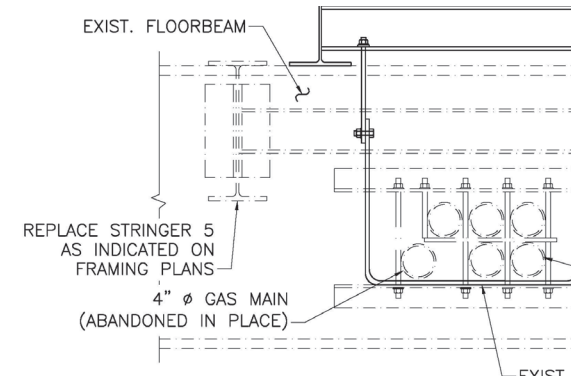


WATER MAIN

SCALE: 1/4" = 1'-0"



EXIST. FLOORBEAM



NOTE:

CONCEPTUAL DETAIL SHOWN. CONTRACTOR TO SUPPLY SUPPORT SYSTEM STAMPED BY A PROFESSIONAL ENGINEER LICENSED IN THE COMMONWEALTH OF MASSACHUSETTS.

SUGGESTED CONSTRUCTION SEQUENCE

1. WRAP UTILITIES WITH DEMOLITION BLANKET AND INSTALL TEMPORARY SUPPORT BEAMS.
2. REMOVE DECK. USE HAND TOOLS FOR UTILITY BAY. SAW CUT STRINGERS/FLOORBEAMS IS ALLOWED.
3. INSTALL TEMPORARY SUPPORT BEAMS.
4. SLING UTILITY ALONG TEMPORARY SUPPORT AT 10' MAX SPACING.
5. CLEAN, INSPECT, AND PAINT FLOOR SYSTEM.
6. REMOVE UTILITY SUPPORT AND STRINGER 6. REMOVE STRINGS NOTED ON THE FRAMING PLANS.
7. REPLACE STRINGERS 5 AND 6 AS REQUIRED AND INSTALL NEW DECK.
8. REMOVE TEMPORARY SUPPORTS.
9. CAST NEW DECK.

TEMPORARY UTILITY SUPPORT

SCALE: 1" = 1'-0"

MARCH 14, 2020

DATE

USE ONLY

**PHOTOS - UPPER TRUSS RUST,
DETERIORATION, &
DELAMINATED LEAD PAINT**































AUTHORIZATION TO DISBURSE No. 2
Invoice # 20168
TOWN OF MONTAGUE FY19 (6K)
MICROENTERPRISE LOAN PROGRAM
Contractor: Franklin County Community Development Corporation (5N)
324 Wells Street
Greenfield, MA 01301

Date: December 28, 2020

Original Contract Amount:	58,000.00
Addenda	-
Total Contract	58,000.00
Total Paid to Date:	33,000.00
Balance:	25,000.00
This Invoice:	21,600.00
Balance:	3,400.00

Work Items Complete:

See attached invoice dated: December 24, 2020	FY2019 CDBG \$21,600.00
---	--

I have reviewed this invoice on December 28, 2020 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$21,600.00**.

Director of Community Development – HRA

I hereby authorize the above payment

TOWN of MONTAGUE

 Authorized signature
 Chair, Selectboard

 Authorized signature
 Selectboard

 Authorized signature
 Selectboard

Invoice

BILL TO
C/O Brian P. McHugh FCRHRA Town of Montague 241 Millers Falls Rd Turners Falls MA 01376

DATE	INVOICE #
12/24/2020	20168

		TERMS	
QUANTITY	DESCRIPTION	RATE	AMOUNT
1	\$ businesses at \$5000 each	20,000.00	20,000.00
	Administration fee (minus \$400 until forgiveness is complete)	1,600.00	1,600.00
Please send a check to "FCCDC" to 324 Wells Street, Greenfield MA 01301 or pay online http://bit.ly/CDCBillPay		Total	\$21,600.00
		Payments/Credits	\$0.00
		Balance Due	\$21,600.00
		Customer Total Balance \$21,600.00	

Phone #	E-mail	Web Site
(413) 774-7204	jackies@fccdc.org	www.fccdc.org

Payment is due upon receipt of invoice. Overdue invoices are subject to late charges of 1.5% monthly, 18% annually.

The FCCDC is an Equal Opportunity Provider



McMahon Associates
94 North Elm Street, Suite 308
Westfield, MA 01085
P. 413.875.8855
mcmahonassociates.com

December 23, 2020

Walter Ramsay, AICP
Town of Montague
Town Planner
One Avenue A
Turners Falls, MA 01376

RE: Complete Streets Grant FY21 – New Sidewalks on Keith Street, Montague Street & Turnpike Road

Dear Mr. Ramsay:

McMahon Associates, Inc. (McMahon) is pleased to submit our proposal to provide professional engineering services for this FY21 Complete Streets grant-funded project. We understand that the project involves the construction of just over 1 mile of new concrete sidewalks at three locations near the K-12 public schools in Turners Falls. Already familiar with the Town of Montague, we'd like to provide our engineering assistance in this endeavor, too.

The McMahon Team

Since 1976, McMahon has specialized in delivering innovative transportation planning, roadway design, traffic engineering, and construction services to our clients. Our firm has the talent, ability and expertise to address transportation assignments from initial planning to design to bidding and construction. We are pre-qualified by MassDOT in: Basic Roadway Design; Intermediate Roadway Design; Traffic Operations Studies & Design; Transportation Planning; Major Environmental Documentation; and Intelligent Transportation Solutions. We have consistently worked in close cooperation with municipalities and public sector agencies to plan, design and construct projects that are sustainable, cost-effective, environmentally-sensitive, and supportive of healthy living and vibrant communities. McMahon has developed safe and efficient project solutions that improve transportation and create more livable communities. Additionally, McMahon's Westfield office has undertaken multiple roadway improvement projects throughout Massachusetts involving many different funding sources, including **Chapter 90 Funding** and **MassWorks Infrastructure Grants**.

Our Experience in Town of Montague

As you know, McMahon is leading the multidisciplinary consultant team to improve pedestrian accessibility and roadway/intersection operations in the **vicinity of the Power Canal at 5th Street in Montague**. The McMahon team is working with Town officials to develop pedestrian accommodations, including over 1,700 feet of sidewalks, improved crosswalks and accessible curb ramps. The connectivity improvements will integrate with the existing Canal Side Rail Trail and replacement pedestrian bridge to re-establish this vital link within the Canal District.

McMahon's design includes providing pedestrian access to the mill buildings, parking facilities, Canal Side Rail Trail and Canal Street. Proposed improvements to the intersection layouts on both sides of the 5th Street vehicular bridge include better defined approaches and revised parking lot configurations. In addition, utility upgrades will be provided.

McMahon assisted the Town in developing an application for funding from the **MassWorks Infrastructure Program**.



Experienced Leadership

Paul Furgal, P.E., PTOE will serve as our **Project Manager**. Paul is a Senior Project Manager and Westfield Office Lead with over 22 years of experience in transportation engineering services. He specializes in roadway/sidewalk design, utility design, and construction administration for public and private clients. His experience includes numerous transportation projects under MassDOT, and municipalities in Massachusetts. In recent years, Paul has focused in the design development of urban roadways, streetscapes, and roundabouts, where he served as both a designer and project manager to municipalities under the MassWorks Infrastructure funding program. His experience also includes various Complete Streets projects that have enhanced pedestrian and bicycle accessibility.

Staff Availability

We have identified the key staff within our Westfield office who have the sidewalk design experience needed to perform the required services for this project on schedule and within budget, and who have immediate availability upon Notice to Proceed.

Thank you for considering McMahon to provide professional services needed for this project. Our team is extremely enthusiastic about working with you and your staff again. If you have any questions, I can be reached at our Westfield office by phone at (413) 875-8855 or via email at mchlebek@mcmahonassociates.com or you may contact Paul Furgal at (413) 875-8855 or via email at pfurgal@mcmahonassociates.com.

Sincerely,

Maureen Chlebek, P.E., PTOE
Vice President & New England Regional Manager

Attachments



Project Understanding

It is our understanding that the Town of Montague (Town) is planning to improve existing pedestrian infrastructure within the northeast section of the Town utilizing the Complete Streets Grant funding. Improvements are proposed on Keith Street, Montague Street and Turnpike Road. The scope of improvements as identified within the Town's RFP, includes construction of Americans with Disabilities Act (ADA)-compliant sidewalks and curb ramps, driveway aprons, thermoplastic crosswalks, pedestrian lighting and flashing beacons.

McMahon recommends coordination with the Town to identify potential trees to be removed prior to the Complete Streets funded-project is let to bid order to avoid potential Massachusetts Environmental Protection Act (MEPA) triggers associated with removal of five or more shade trees with diameter greater than 14 inches.

Keith Street

Keith Street is a local road that runs east-west in the northeast section of Town. The existing roadway cross-section consists of one travel lane in each direction. The width of the roadway is approximately 30 feet. No designated bicycle lanes or sidewalks are provided, except for a short section of Hot Mixed Asphalt (HMA) sidewalk near Hillcrest School. On-street parking is permitted in the both directions, which reduces available roadway width for vehicle travel. The available right-of-way (ROW) width is about 60 feet.

The following improvements to Keith Street are proposed:

- Construction of approximately ¼ mile of concrete sidewalk on the north side of Keith Street from High Street to the Hillcrest School. The sidewalk is proposed to be constructed without a tree belt. It should be noted that the sidewalk construction at the north east corner of Keith Street with Davis Street will require review of available right-of-way as well as coordination with the property owner to understand potential impacts to planting encroaching from the property.
- Replacement of existing HMA sidewalk that connects to the Hillcrest School parking lot
- Installation of curb ramps and thermoplastic crosswalks at Avenue C and Davis Street crossings.

Montague Street

Montague Street is a local road that runs north-south within the northeast section of the Town. The existing roadway cross-section consists of one travel lane in each direction along with a variable width shoulder that is used for parking by the residents. The width of the roadway varies between approximately 32 and 40 feet. No designated bicycle lanes are provided. An existing concrete sidewalk is provided along the west side of the roadway from Stevens Street to Dell Street. The available right-of-way (ROW) width is about 60 feet.

The following improvements to Montague Street are proposed:

- Construction of approximately ½ mile of concrete sidewalk on the west side of Montague Street from Dell Street to the Turnpike Road. The sidewalk is proposed to be constructed along with a tree belt, in a similar fashion to the existing sidewalk located north of Dell Street. McMahon will use available Right of Way mapping to approximate the placement of the sidewalks and tree belts.
- Installation of curb ramps and thermoplastic crosswalks at Dell Street, Oak Street and Turnpike Road crossings.
- Installation of thermoplastic crosswalk at Wilmark Avenue.



Turnpike Road

Turnpike Road is a major collector that runs east-west in the northeast section of the Town of Montague. The existing roadway cross-section consists of one travel lane in each direction along with a narrow shoulder. The width of the roadway is approximately 26 feet. No designated bicycle lanes or sidewalks are provided within the area of proposed improvements. There are existing sidewalks on other sections of Turnpike Road. The available right-of-way (ROW) width is about 60 feet.

The following improvements to Turnpike Road are proposed:

- Construction of approximately 1/3 mile of concrete sidewalk on the south side from Park Villa Drive to Judd Wire parking lot and on the north side from 83 Turnpike Road to Judd Wire parking lot. The sidewalk is proposed to be constructed along with a tree belt, in locations where it is feasible.
- Installation of curb ramps and thermoplastic crosswalks at Dell Street, Letourneau Way and Judd Wire parking lot crossings.
- Installation of a solar powered rapid flashing beacon and solar powered pedestrian lighting at Judd Wire parking lot crossing.

Scope of Work

The following scope of work is based on the Town of Montague Engineering SOW for Complete Streets Grant project. The project area discussed in this proposal consists of the following:

- Approximately 1,800 Feet on Turnpike Road
- Approximately 2,500 Feet on Montague Street
- Approximately 1,200 Feet on Keith Street

Task 1 – Preliminary Inspection & Analysis of Existing Conditions

Under this task, McMahon will inspect the municipal documents available for the project area and conduct field investigations to ascertain existing conditions and design challenges. The results of the field investigations and review of municipal documents will be used in development of “Book Job” Plans and Bid Documents discussed in the next tasks. McMahon recommends walking the project limit with the Town to identify potential concerns that might arise with a proposed sidewalk. The field investigations conducted will include the following:

- Verification of the existing conditions
- Assess whether grade changes will be required
- Assess if the stormwater management is going to be affected by the proposed improvements
- Identify street trees or any other obstructions that may need to be removed or relocated

Task 2 – Preliminary Design

Under this task, McMahon will prepare base-line drawings for a “book-job” along with specifications and a budget estimate for all proposed & appurtenant improvements. A Preliminary Estimate & Design submission will consist of the following:

- Book Job format design drawings plotted on 8.5”x11” or 11”x17” size depicting project limits and the base plan information consisting of aerial, GIS and other record plan information as available. The work will be based on developing typical sections and details to reflect work limits rather than typical design plans. A



plan base line will be created on the subject streets and referenced back to pertinent sections and/or details.

- An Opinion of Probable Construction Costs (OPCC) will be prepared using the most current MassDOT weighted average bid prices and typical construction costs from recent projects.
- We have assumed that the project will be designed and constructed in accordance with the latest MassDOT Standard Special Provisions and Town of Montague standards. Special provisions will be developed for construction items that require special conditions or construction practices not covered in the latest edition of the standard specifications or the supplemental specifications. The special provisions will include at a minimum:
 - A scope of work that includes project limits and project length.
 - Provisions for travel and prosecution of work.
 - Work schedule.
 - List of utility owners with name and address of contact person.
 - Individual contract items not covered in the standard specifications or supplemental specifications.
 - The MassDOT English bid nomenclature list will be used for all construction items.

Following an in-house review by the Town staff, a meeting will be scheduled to discuss the preliminary design and overall project progress.

Task 3 – Final Design

Under this task, once the Town’s review is completed, McMahon will finalize the base-line drawings, specifications and OPCC and submit one hard copy and one electronic pdf copy to the Town.

Task 4 – Bidding Administration

McMahon will prepare the technical final bid package that will incorporate any changes that the Town requests to make after reviewing the final design. It is assumed that the Town will facilitate the bidding and front-end documents of this project. McMahon will attend one bidder’s conference to discuss the project with potential bidders.

McMahon has budgeted up to two responses to comments to address potential contractor questions.

Following the receipt of contractor bids, McMahon will review all bids for completeness and accuracy, prepare an official bid tabulation/summary and recommend a course of action to the Town. If and when instructed by the Town, McMahon will perform contractor reference checks. McMahon will prepare technical addenda if required during or after the bidding of this project.

Task 5 – Pre-Construction & Work Supervision

If authorized by the Town and upon award of the construction contract, McMahon will conduct the following tasks:

- Coordinate with the Town on the scheduling of a Pre-Construction conference.
- Once construction begins, McMahon will perform site inspections to ascertain that the contractor is conforming with the project documents.



Town of Montague

Complete Streets Grant FY21 – New Sidewalks on Keith Street, Montague Street & Turnpike Road

- McMahan will review shop drawings.
- McMahan will review all change orders and changes in quantities and present them to the Town.
- McMahan will prepare monthly reports, pay requisites and Certificate of Completion at the end of construction.
- At the completion of construction, McMahan will provide the Town with one set of reproducible as-built record drawings, to sets of prints and one set in digital format (AutoCAD). The as-built plans will be based on information provided by the Contractor.

Schedule

The McMahan team is prepared to initiate work on this project immediately upon receiving notice to proceed and will work with the Town in order to meet the necessary deadlines for the Complete Streets Grant.

Task 5 – Pre-Construction & Work Supervision will be provided if authorized by the Town on a time and materials basis in accordance with the attached Standard Provisions for Professional Services

Out-of-pocket expenses such as mileage, plan and document reproduction are not included. Major design revisions, environmental permitting, MassDOT permitting and coordination, additional traffic analysis and additional services are not included in this proposal, and can be provided, only as necessary and as authorized, on a time-and-materials basis in accordance with the attached Standard Provisions for Professional Services.

These fees do not include out-of-scope services outlined above, unanticipated changes in the design, requests for additional improvement options, requests for major modifications of the improvements during design, or after their review.

Exclusions

Based on our understanding of the project, the following services are excluded:

- Right-of-Way plans
- Field Survey
- Pavement cores
- Environmental permitting
- Utility relocations and modifications
- Plans other than what is identified in the proposal
- Task 5

McMahan is able to provide these additional services, if the requested by the Town to include as part of our scope of services for mutually agreed upon terms.



Town of Montague
Complete Streets Grant FY21 – New Sidewalks on Keith Street, Montague Street & Turnpike Road

Fee

McMahon will perform the work outlined in Tasks 1 through 4 for a lump sum fee of \$23,700 exclusive of out-of-pocket expenses. A breakdown of the fees per task is identified below:

Task 1 – Preliminary Inspection & Analysis of Existing Conditions	\$2,200
Task 2 – Preliminary Design	\$10,800
Task 3 – Final Design	\$6,800
<u>Task 4 – Bidding Administration</u>	<u>\$3,900</u>
Total:	\$23,700

MCMAHON ASSOCIATES, INC.
STANDARD PROVISIONS FOR PROFESSIONAL SERVICES
JANUARY 2020

The following per hour rates will apply to actual time devoted by McMahon staff to this project. McMahon reserves the right to make adjustments for individuals within these classifications as may be desirable in its opinion by reason of promotion, demotion, or change in wage rates. Such adjustments will be limited to the manner in which charges are computed and billed and will not, unless so stated in writing, affect other terms of this Agreement, such as estimated total cost. The following ranges of rates will apply to actual time devoted by McMahon staff to this project computed to the nearest one-half hour.

<u>PERSONNEL</u>	<u>HOURLY RATES</u>
Field Personnel	\$ 50.00
Survey Technician	\$ 75.00 - \$85.00
Technician / Admin I - V	\$ 75.00 - \$110.00
Party Chief / Chief of Surveys	\$110.00 - \$150.00
Engineer / Planner I - VI	\$120.00 - \$165.00
Senior Engineer / Planner I - X	\$170.00 - \$240.00
Associate / Sr. Associate	\$245.00 - \$250.00
Principal	\$260.00

TERMS

1. **Payment:** Payment is due upon receipt of invoices within 30 days. Client agrees to pay interest at the rate of 1 and 1/2% per month on invoices that are more than 30 days past due. After 30 days past due, McMahon may suspend services and refuse to release work until Client has paid all amounts due. If payment is not made in accordance with the Agreement, Client agrees to pay reasonable attorney's costs and fees incurred by McMahon to collect payment.
2. **Drawings, Sketches and Specifications:** All drawings, sketches, specifications and other documents in any form, including electronic, prepared by McMahon are instruments of McMahon's services, and as such are and shall remain McMahon's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement. The documents are prepared for use on this project only and are not appropriate for use on other projects, any additions or alterations of the project, or completion of the project by others. Use of the documents in violation of this paragraph without the express written consent of McMahon is prohibited and shall be at Client's sole risk. Client agrees to indemnify, defend and hold harmless McMahon from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
3. **Fees and Schedule:** Fees and schedule commitments will be subject to change for delays caused by Client's failure to provide specific facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
4. **Termination:** No termination of this Agreement by Client will be effective unless Client gives seven days prior written notice with the reasons and details, and McMahon is afforded an opportunity to respond. Where the method of payment is a lump sum, Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs McMahon incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs McMahon incurred for commitments made prior to cancellation.
5. **Confidentiality:** Technical and pricing information in this proposal is the confidential and proprietary property of McMahon and is not to be disclosed or made available to third parties without the written consent of McMahon.
6. **Insurance:** McMahon will maintain at its own expense Worker's Compensation insurance, comprehensive general liability insurance and professional liability insurance.
7. **Approvals:** McMahon does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body.
8. **Professional Standards:** McMahon will perform its work in accordance with generally accepted professional standards. There are no other warranties, express or implied. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
9. **Expert Witness Fees:** Client agrees to pay reasonable expert witness fees if McMahon or any of its employees are subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration or mediation to which Client is a party.
10. **Hazardous Waste:** Unless otherwise provided in this Agreement, McMahon shall have no responsibility for the discovery, presence, handling, removal or disposal of hazardous materials or underground structures at the project site.
11. **Assignment:** Neither the Client nor McMahon shall assign this Agreement without the written consent of the other.

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF MONTAGUE, MA
AND
MCMAHON ASSOCIATES, INC
FOR COMPLETE STREET FY21 ENGINEERING SERVICES**

THIS AGREEMENT made this ____ day of _____, 2021 between McMahon Associates, a Massachusetts corporation, with a usual place of business at 94 North Elm Street, Suite 308 Westfield, MA 01085, hereinafter called the "ENGINEER," and the Town of Montague, MA, acting by its Selectboard, with a usual place of business at One Avenue A, Turners Falls, MA hereinafter called the "TOWN".

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

1. Scope of Work

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

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement a lump sum of \$23,700, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit B. The amount to be paid to the ENGINEER shall not exceed \$23,700 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

A. This Agreement shall commence on _____ and shall expire on July 1, 2022, unless terminated sooner in accordance with this Agreement.

B. Progress and Completion: ENGINEER 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 ENGINEER shall supervise and direct the Work, using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

- (1) The ENGINEER 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 ENGINEER. Consistent with the standard of care referenced above, the ENGINEER shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER.
- (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 (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or

to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

- C. Compliance With Laws: In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN shall furnish to the ENGINEER available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the ENGINEER and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the ENGINEER must satisfy himself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and ENGINEER.

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly on an hourly basis as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the ENGINEER shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the ENGINEER shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the ENGINEER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the TOWN; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

The acceptance of final payment by the ENGINEER shall constitute a waiver of all claims by the ENGINEER 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 ENGINEER 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 ENGINEER or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The ENGINEER 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 ENGINEER'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 ENGINEER or his employees, agents, subcontractors or representatives.

11. Insurance

- A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

- C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and

shall continue such insurance in full force and effect during the term of the Agreement.

- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

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

13. 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 ENGINEER. In the event that the Agreement is terminated pursuant to this subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The ENGINEER 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.

MCMAHON ASSOCIATES, INC:

TOWN OF MONTAGUE:

By: _____

By: _____

Name: _____
Type or Print

Richard Kuklewicz
Selectboard Chair

Title: _____

519856/KOPE/0003



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1
5 POST OFFICE SQUARE – SUITE 100
BOSTON, MASSACHUSETTS 02109-3912

MEMORANDUM

DATE: September 16, 2020

SUBJ: Request for a Removal Action at the Railroad Salvage/Griswold Cotton Mill Site, Montague, Franklin County, Massachusetts - **Action Memorandum**

FROM: Allen K. Jarrell, On-Scene Coordinator *Allen K Jarrell*
Emergency Response and Removal I Section

THRU: Edward J. Bazenias, Chief
Emergency Response and Removal I Section **EDWARD BAZENAS** Digitally signed by EDWARD BAZENAS
Date: 2020.09.17 09:41:53 -

Carol Tucker, Chief
Emergency Planning & Response Branch **CAROL TUCKER** Digitally signed by CAROL TUCKER
Date: 2020.09.17 12:15:43 -04'00'

TO: Bryan Olson, Director
Superfund and Emergency Management Division

I. PURPOSE

The purpose of this Action Memorandum (AM) is to request and document approval of the proposed time-critical removal action (RA) at the Railroad Salvage/Griswold Cotton Mill Site (the Site), which is located at 11 Power Street in Montague, Franklin County, Massachusetts. Asbestos-Containing Materials (ACM) in building rubble and fire debris piles at the Site, if not addressed by implementing the response actions selected in this AM, will continue to pose a threat to human health and the environment. This RA is considered nationally significant or precedent-setting because asbestos is the principle contaminant of concern. There has been no use of the OSC's \$200,000 warrant authority.

There is considerable uncertainty in regard to the overall costs for this project. EPA and its contractors were unable to fully characterize the extent of asbestos contamination due to the poor condition of the remaining structures and the haphazard nature of the debris piles. The OSC will make every effort to reduce uncertainty and minimize the volume of debris for disposal by collecting additional samples for asbestos screening, segregating (and leaving on-site) the asbestos-free debris, and decontaminating large pieces of debris, if feasible and cost-effective. These activities are included in the Proposed Actions described in Section V.A.1 of this AM.

I. SITE CONDITIONS AND BACKGROUND

CERCLIS ID#: MAN 00010320
SITE ID#: 01QH
CATEGORY: Time-Critical

A. Site Description

1. Removal site evaluation

On July 22, 2020, at the request of the Massachusetts Department of Environmental Protection (MassDEP), an EPA On-Scene Coordinator (OSC) and a Region 1 Superfund Technical Assessment and Response Team (START) contractor mobilized to the Site to conduct a Preliminary Assessment (PA) and Site Reconnaissance (SR). They conducted a perimeter SR, performed air and radiation monitoring and photo-documented site conditions and found no elevated readings above background. Virtually the whole building was collapsed and portions of the western, northern, and eastern walls of the main building were standing. Large demolished building rubble and fire debris piles lay on the basement and first floors inside these walls. There is no way to safely inspect these debris piles; therefore, photos of these piles were taken. Potential sample locations were identified around the periphery of these large piles and outside the remaining standing portions of the brick walls.

On July 29, 2020, an EPA OSC and three START contractors mobilized to the Site to conduct the site investigation (SI). The challenge to sample suspected ACM in locations that could not be safely accessed was discussed. The Site is mostly surrounded by chain-link fencing, except for one section of damaged fencing that allowed complete access to the Site. There were piles rubble consisting of brick, steel I-beams, wood, glass, and piping. Approximately 20 samples of potential ACM were collected from the periphery of the building and debris pile. Suspected ACM samples collected included multi-layered roofing material, a white fibrous material, caulking material, tar roofing paper, tar-like mastic from metal roofing flashing, corrugated roofing material, pipe wrap, window caulking, white tile material, a white tile mastic, white fabric cloth material, grey fiber/fabric material, and roofing material. Following the sample collections, the samples were prepared and sent for analysis at the EPA New England Laboratory. Results from these EPA samples indicated that only one of these samples contained friable ACM. Please refer below to *Section II.A.3. Site Characteristics* for additional information regarding historical data.

2. Physical location

The Railroad Salvage/Griswold Cotton Mill Site is located at 11 Power Street in the Village of Turners Falls in the Town of Montague, Franklin County, Massachusetts. The population is about 8500. There are 2 elementary schools and a special education school in Turners Falls. There is also a long-term nursing home, a homeless shelter, a senior center, and a food distribution center in Turners Falls. The Site geographic coordinates are 42° 36' 26.0" north latitude, 72° 33' 44.4" west longitude. The Site is approximately 2.27 acres and is occupied by two former buildings. The buildings were constructed in approximately 1880. The Site is located between the Connecticut River and a hydroelectric canal. Residential properties are located across the canal to the east; the opposite bank of the Connecticut River to the west is

sloped, undeveloped land; Northeast Utilities Turners Falls #1 hydroelectric station is located to the south; and an office building occupied by the Franklin County Regional Housing and Redevelopment Authority is located to the northeast.

3. Site characteristics

The Site is zoned Historic Industrial. The Site buildings were constructed in approximately 1880. From 1884 to 1914, Turner Falls Cotton Mill owned and operated the buildings. The mill manufactured light sheeting and bandages. Sanborn maps indicate that the building lights were fueled by oil, although there are no underground storage tanks or aboveground storage tanks on site. The buildings are also believed to have been fueled by coal. On the 1914 Sanborn map, an “oil room” is indicated on the south side of the buildings. From 1920 to 1930, Griswoldville Manufacturing owned and operated the buildings. From 1935 to 1950, Turner Falls Plant of Kendall Mills operated a manufacturing plant for cotton gauze. Subsequent occupants of the buildings included Railroad Salvage, a retail store, and other occupants that used the property as a warehouse. Solutions Consulting Group, LLC acquired the Site in 2013.

In 2007, Tighe & Bond completed a limited Phase II ESA report as part of a regional Brownfields investigation. No volatile organic carbons (VOCs), polychlorinated biphenyls (PCBs), or cyanide were detected in the soil samples. Extractable petroleum hydrocarbons and polyaromatic hydrocarbons were detected above method detection limits, but below Massachusetts Contingency Plan (MCP) Reportable Concentrations (RC) or Method 1 Cleanup Standards. Low level concentrations of arsenic, barium, cadmium, chromium, mercury, and lead were detected in several soil samples, but below MCP RC or Method 1 standards. No positive detections were identified in any of the groundwater samples. Asbestos or ACM were not mentioned or identified in the report.

In 2008, Frawley Engineering conducted an on-site investigation and engineering evaluation of the Site which, at that time, consisted of several adjoining structures interconnected to the main four-story building, most of which were about to collapse. The report concluded that the buildings were not safe to enter, that they should be boarded up, and that the existing fence should be made more secure. Also noted during the 2008 evaluation was a Debris Pile located within the main building walls which comprised an approximate 85- by 75-foot area of the main building which collapsed onto itself. The Debris Pile still exists and currently rests on the basement floor which is assumed to consist of both concrete and exposed soil areas. The remaining 135- by 75-foot 4-story portion of the main building has also been subject to partial collapse, with significant building debris resting on the first floor of the building. The basement area underneath this section consists of a concrete floor and continues to be accessible but is likely unsafe to access for remediation of visually identified suspect asbestos and other suspect hazardous components.

In 2011, Tighe & Bond completed a pre-demolition evaluation of the Debris Pile, which included an asbestos survey of the limited accessible areas of the Debris Pile. The following materials represent the ACM that were found to be present throughout the Debris Pile and that would likely be impacted during the Debris Pile remediation:

- Thermal system insulation and debris associated with pipe and fitting coverings.
- Inaccessible floor coverings presumed present near the bottom of the pile.

- Roofing cements typically used as patch work.
- Various window caulking/glazing materials.

Thirty-three samples were collected from various materials suspected of containing asbestos. Analytical results of samples collected for asbestos analysis indicated that asbestos minerals were detected above laboratory reporting limits (RLs) in five of these samples. Chrysotile asbestos was detected at trace amounts in three samples that were collected from floor tiles, and at 10% in two samples, one collected from mastic and one collected from frame caulking. All pipe insulation observed was assumed to contain asbestos due to its age and visual confirmation.

Tighe & Bond also conducted a visual inspection of oil and hazardous materials (HazMat). Their findings listed materials that may be encountered in the building rubble during demolition: mercury-containing fluorescent light tubes; fluorescent light ballasts containing PCBs; refrigerators, air conditioners and other refrigeration equipment; containers of fuel oils and other chemical items associated with boiler systems; various types of batteries (emergency light units, forklift batteries, etc.); mercury thermostats, switches and other mercury-containing products; and expired fire extinguishers. There was no ACM or HazMat removal after this evaluation.

In December 2016, a fire destroyed what remained of the mill complex. Montague Fire Department post fire demolition activities followed that knocked down any free-standing wall remnants into the center of the building to secure the building remains. What remains are large, comingled debris piles.

Although several environmental studies have occurred since 2007 documenting building and environmental conditions, no remediation has occurred. Quantities and concentrations identified in these studies have not changed so it is expected that ACM and potentially other contaminants remain throughout the building rubble and fire debris.

Based on information in EPA's EJSCREEN environmental justice screening tool, 0 out of 11 Environmental Justice Indexes for the area within a one-mile radius of the Site exceed the 80th percentile on a national basis.

4. Release or threatened release into the environment of a hazardous substance, or pollutant or contaminant

The primary contaminant of concern is friable asbestos. Asbestos is a hazardous substance as defined by Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9601(14). Friable ACM throughout the Site has been exposed to the elements and released to the environment. Airborne friable asbestos is a health threat to anyone walking on, traveling by or living near the Site.

5. National Priorities List (NPL) status

The Site is not currently on the NPL and has not received a Hazardous Ranking System rating.

6. Maps, pictures, and other graphic representations



Scene: Suspected ACM Pipe Wrap



Scene: Railroad Salvage/Griswold Cotton Mill

B. Other Actions to Date

At the request of MassDEP, EPA conducted a Site Reconnaissance on July 22, 2020 and a Site Investigation on July 29, 2020. Prior to these actions, EPA was not involved at this Site.

C. State and Local Authorities' Roles

1. State and local actions to date

The MassDEP asbestos program has inspected this Site. In December 2019, MassDEP requested that EPA conduct a PA/SI at the Site to determine if it met the criteria for a time-critical removal action. The town of Montague installed the chain-link security fence around the perimeter of the Site after the 2016 fire.

2. Potential for continued State/local response

The Town and MassDEP will continue to be involved with the Site and the OSC will meet regularly with staff people from these organizations. Initial consultations with the Town indicate a willingness to provide in-kind services such as water for dust suppression and mitigation. However, neither the Town nor MassDEP have the resources to address the imminent and substantial endangerment. MassDEP will address any long-term measures that may be required to address remaining Site risks, including post removal site control.

II. THREATS TO PUBLIC HEALTH OR WELFARE OR THE ENVIRONMENT, AND STATUTORY AND REGULATORY AUTHORITIES

As described below, the conditions at the Site meet the general criteria for a removal action, as set forth in 40 C.F.R. §300.415(b)(1), in that “there is a threat to public health or welfare of the United States or the environment,” and in consideration of the factors set forth in 40 C.F.R. §300.415(b)(2) as described below.

Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances or pollutants or contaminants; [§300.415(b)(2)(i)];

Asbestos is a hazardous substance as defined by Section 101(14) of CERCLA, 42 U.S.C. §9601(14) and 40 C.F.R. §302.4. Friable asbestos on the Site poses an inhalation threat to local residents and those who may enter the Site. Friable asbestos fibers cannot be contained because it will become airborne with air gusts. In addition, the collapsed buildings and debris ruins may act as an attractive nuisance, bringing unauthorized individuals in close contact with the friable asbestos present.

Asbestos fibers may enter the body by inhalation or ingestion. Breathing asbestos can cause asbestosis, a buildup of scar-like tissue in the lungs and in the membrane that surrounds the lungs. Symptoms of asbestosis include shortness of breath, coughing, and sometimes heart enlargement. Asbestosis is a serious disease that can lead to disability or death. Asbestos is also a known human carcinogen. Inhalation of asbestos fibers can cause cancer of the lung tissue and mesothelioma, a cancer of the membrane that surrounds the lung and other internal organs.¹

Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released [§300.415(b)(2)(v)];

As indicated above, friable asbestos is commingled in the building rubble and fire debris. Wind can cause friable asbestos fibers to migrate to the surrounding community. Also, weather/ wearing will continue to degrade asbestos and enable ACM release. Environmental conditions will continue to degrade the buildings' conditions.

Threat of fire or explosion [§300.415(b)(2)(vi)];

Large amounts of wood are in the building rubble and fire debris piles and remain a significant

¹ Agency for Toxic Substances and Disease Registry (ATSDR), U.S. Department of Health and Human Services, Public Health Service, *Tox FAQs Fact Sheet for Asbestos, September 1996.*

fire hazard. In case of a fire, friable asbestos fibers from these piles will become airborne and migrate to the surrounding areas.

The availability of other appropriate Federal or State response mechanisms to respond to the release [§300.415(b)(2)(vii)];

MassDEP and the Town have both indicated that due to other program priorities, staffing limitations, and lack of funds, they do not have the resources to address the Site.

III. ENDANGERMENT DETERMINATION

Asbestos is a hazardous substance as defined by Section 101(14) of CERCLA, 42 U.S.C. §9601(14) and 40 C.F.R. §302.4. Utilizing primarily the 2011 report and the PA/SI, EPA confirmed the presence of friable asbestos and ACM on the Site which, if not addressed by implementing the response actions selected in this Action Memorandum, will continue to present an imminent and substantial endangerment to public health, or welfare.

In accordance with OSWER Directive 9360.0-34 (August 19, 1993), an endangerment determination is made based on “appropriate Superfund policy or guidance, or on collaboration with a trained risk assessor,” which is outlined and discussed in Section III above. “Appropriate sources include, but are not limited to, relevant action level or clean-up standards, Agency for Toxic Substances and Disease Registry documents or personnel, or staff toxicologists.” In this case, EPA relied on EPA’s National Emission Standard for Hazardous Air Pollutants (NESHAP) and the EPA and MassDEP/Department of Labor Standards sample results for determining risk at the Site.

IV. PROPOSED ACTIONS AND ESTIMATED COSTS

A. Proposed Actions

1. Proposed action description

The removal action covered by this action memo will address actual or potential releases of hazardous substances, which may pose an imminent and substantial endangerment to public health, welfare or the environment. The proposed actions will protect public health, welfare and the environment. The removal action will focus on mitigating the imminent hazards of the areas that are structurally unsound and/or contain ACM.

The specific removal activities will include the following:

- Conduct a Site walk with the Emergency and Rapid Response Services contractor (ERRS).
- The Site will be secured by repairing the perimeter security fence to prevent unauthorized access. Site security may be provided during non-working hours to ensure adequate Site surveillance until the waste is transported off site. Should an extended period of storage be required, some other means of securing the Site may be implemented.
- Evaluate the structural integrity of the remaining standing wall remnants to determine

their stability and potential for collapse. If the standing walls are not structurally safe enough to enable contractor personnel to conduct the removal action, then dismantling the unstable sections will be necessary.

- Conduct personnel and perimeter air monitoring and implement dust control and suppression for worker protection and public health.
- Evaluate the uncertainties and information gaps that could impact the work plan and funding request.
- Conduct the removal and disposal of asbestos and ACM debris. Remove and dispose of any ACM-contaminated soil piles. The process shall also include provisions for onsite decontamination of larger debris, and segregation of asbestos-free debris. Asbestos material and asbestos-contaminated waste will be documented and shipped off site for disposal at EPA-approved facilities. Off-site disposal will be in compliance with the Off-Site Rule (40 CFR §300.440). All wastes will be staged in a secure area on-site while awaiting shipment off site.
- Conduct multi-media sampling as needed to support the above activities and OSWER directive.
- Conduct additional sampling/investigation of the soil/debris, and any drums/containers for hazardous contaminants at the Site. If hazardous substances are found (e.g., lead, mercury, PCBs, solvents) will be removed, categorized, staged, manifested, and shipped off-site for disposal at EPA-approved facilities. If they are exclusively petroleum product, they will be referred to the MassDEP for management.
- After the asbestos-containing debris is removed, conduct grade and backfill activities as needed to secure the open excavated areas of the Site. A visual marker may also be installed to delineate contaminated soils (if any) that may remain at depth or that cannot otherwise be excavated.
- Uncontaminated building rubble, construction debris, and fire debris will remain on-site.
- Repair other response related damage, if any.
- Refer the Site to MassDEP for any long-term measures that may be required to address remaining Site risks, including post removal site control.

Depending on anticipated storage duration prior to shipment for ultimate disposal, the OSC will determine whether waste will be staged on-site or shipped to a properly permitted temporary storage facility. Waste staging options will be evaluated based on cost.

2. Community relations

The Site is located in the central portion of the Town. Upon approval of the AM, the OSC will coordinate with the EPA Community Involvement Office to disseminate information regarding the project to the impacted residents and businesses. An EPA Community Involvement

Coordinator (CIC) staff will produce a Community Relations Plan and coordinate regularly with Town/State partners due to high level of government interest in this Site. EPA will also work closely with the Town/State officials as the project progresses. The CIC will also initiate and maintain an EPA website.

3. Contribution to remedial performance

The cleanup proposed in this AM is designed to mitigate the threats to human health and the environment posed by the Site. The actions taken at the Site would be consistent with and will not impede any future responses. The Site is not proposed for the NPL.

4. Description of alternative technologies

Consistent with the December 23, 2013 memorandum issued by Assistant Administrator Stanislaus as well as the Region 1 Clean and Greener Policy for Contaminated Sites, greener cleanup practices are considered for all cleanup projects. Greener cleanup is the practice of incorporating practices that minimize the environmental impacts of cleanup actions and maximize environmental and human benefit. In this case, where practicable, final disposal of waste from the Site will attempt to utilize an alternative technology. The specific treatment and disposal technology will depend on factors such as the quantity and hazardous characteristics, as well as the availability of alternate technologies. For instance, the ACM debris will be compressed and compacted in order to reduce volume before loading the debris into trucks for shipping off-site. EPA will implement recycling practices including recycling of paper, plastic, metal debris, etc.

The use of alternative technologies with regard to disposal options will be further examined as the site work progresses. On-site field screening and analytical techniques may be utilized during the removal action.

5. Applicable or relevant and appropriate requirements (ARARs)

Pursuant to 40 C.F.R. §300.415(j), removal actions shall, to the extent practicable considering the exigencies of the situation, attain ARARs. EPA has been working in coordination with MassDEP to determine the applicable state ARAR's for the Site. Current ARARs identified, but not limited to, are listed below.

Guidances to be Considered:

Framework for Investigating Asbestos-Contaminated Superfund Sites, OSWER Directive #9200.0-68 (Sept. 2008): Guidance on investigating and characterizing the potential human exposure from asbestos contamination in outdoor soil at Superfund sites.

Federal ARARs:

Clean Air Act, 40 C.F.R. Part 61: 42 U.S.C. §112(b)(1): National Emission Standard for controlling dust. The regulations establish emissions standards for 189 hazardous air pollutants. Asbestos is one of the hazardous air pollutants. Standards have been set for dust and release sources. The removal action will implement measures to meet these standards.

Clean Air Act, National Emission Standards for Hazardous Air Pollutants (NESHAPS: 40 C.F.R. Part 61.151): Standards for inactive waste disposal sites that apply to asbestos mills and manufacturing and fabricating. NESHAPS standards for preventing air releases from inactive asbestos disposal sites, including cover standards, dust suppression, and land use controls. Any areas of asbestos contaminated soil will be consolidated and shipped off-site for disposal at EPA-approved facility.

Clean Water Act, National Pollutant Discharge Elimination System (NPDES), 40 C.F.R. Parts 122 – 125; 122.26: Establishes the specifications for discharging pollutants from any point source into the waters of the U.S. Also, includes storm water standards for construction sites over one acre. Removal activities will be managed to prevent stormwater discharge from the Site. To the extent water generated from the removal action needs to be discharged to the River, applicable discharge standards will be met.

Clean Water Act, 40 C.F.R. §122.26(c)(ii)(C) and 122.44(k): NPDES regulations for storm water control and management.

Toxic Substances Control Act (Transport and Disposal of Asbestos Waste), 40 C.F.R. Subpart E, Appendix D: Provides standards for transport and disposal of materials that contain asbestos. Requires proper wetting and containerization. Asbestos will be managed in compliance with these standards.

State ARARs:

Massachusetts Air Pollution Control Regulations (310 CMR Section 7.00): this regulation stipulates that during construction and/or demolition activities, air emissions (i.e., dust, particulates, etc.) must be controlled to prevent air pollution. Construction activities will be managed to meet standards for visible emission (310 CMR Section 7.06): dust, odor, construction, and demolition (310 CMR Section 7.09) and standards for handling, transporting and disposing asbestos (310 CMR Section 7.15). During the removal action, appropriate measures would need to be taken to comply with these regulations.

Resource Conservation and Recovery Act (RCRA), Subtitle C: (40 C.F.R. Parts 260-262 and 264): Hazardous Waste Identification and Listing Regulations; Generator and Handler Requirements, Closure and Post-Closure. Massachusetts has been delegated the authority to administer these RCRA standards through its state hazardous waste management regulations. Waste generated will be tested to determine whether it exceeds hazardous waste thresholds and, if so, the hazardous waste will be managed on-site and until such time as it is shipped to an EPA-approved off-site disposal location.

314 CMR Section 4.05: Massachusetts Surface Water Quality Standards: These regulations limit or prohibit discharges of pollutants to surface waters to assure that surface water quality standards of the receiving waters are protected and maintained or attained. This may pertain to both discharges to surface water as a result of removal activities and any on-site waters affected by site conditions. On-site discharges to surface waters and adjacent wetlands, shall meet these substantive discharge standards.

The OSC has requested in writing that State officials identify additional State ARARs, if any. In

accordance with the National Contingency Plan (NCP) and EPA Guidance Documents, the OSC will determine the applicability and practicability of complying with each State ARAR that is identified in a timely manner.

6. Project schedule

Duration of the removal action activities shall be 12 months from the day of ERRS mobilization.

7. Estimated Costs

COST CATEGORY		CEILING
<i>REGIONAL REMOVAL ALLOWANCE COSTS:</i>		
ERRS Contractor		\$1,395,000.00
Interagency Agreement		\$ 0.00
<i>OTHER EXTRAMURAL COSTS NOT FUNDED FROM THE REGIONAL ALLOWANCE:</i>		
START Contractor		\$300,000.00
Extramural Subtotal		\$1,695,000.00
Extramural Contingency	12.5%	\$200,000.00
TOTAL, REMOVAL ACTION CEILING		\$1,895,000.00

V. EXPECTED CHANGE IN THE SITUATION SHOULD ACTION BE DELAYED OR NOT TAKEN

A delayed removal action or the absence of a removal action described herein will cause conditions at the Site to remain unaddressed, and threats associated with the presence of hazardous substances will continue to pose a threat to human health and the environment. In addition, there is intense Town, State, and Congressional interest in this Site that will continue throughout the duration of this project.

VI. OUTSTANDING POLICY ISSUES

This RA is considered nationally significant or precedent-setting because asbestos is the principle contaminant of concern. Concurrence of the HQ OEM Director was obtained prior to approval of this AM.

VII. ENFORCEMENT ... For Internal Distribution Only

See attached Confidential Enforcement Strategy.

The total EPA costs for this removal action practices that will be eligible for cost recovery are estimated to be \$1,895,000 (extramural costs) + \$100,000 (EPA intramural costs) = \$1,995,000 X 1.4053 (regional indirect rate) = \$2,803,574².

VIII. RECOMMENDATION

This decision document represents the selected removal action for the Railroad Salvage/ Griswold Cotton Mill Site in Montague, MA, developed in accordance with CERCLA, as amended, and is not inconsistent with the National Contingency Plan. The basis for this decision will be documented in the administrative record to be established for the Site.

Conditions at the Site meet the NCP §300.415 (b) (2) criteria for a removal action due to the following:

Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances or pollutants or contaminants [§300.415(b)(2)(i)];

Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released [§300.415(b)(2)(v)];

Threat of fire or explosion [§300.415(b)(2)(vi)];

The availability of other appropriate Federal or State response mechanisms to respond to the release [§300.415(b)(2)(vii)];

I recommend that you approve the proposed removal action. The total extramural removal action project ceiling if approved will be \$1,895,000.

APPROVAL: _____

DATE: _____

DISAPPROVAL: _____

DATE: _____

² Direct Costs include direct extramural costs \$1,895,000 and direct intramural costs \$100,000. Indirect costs are calculated by using regional indirect rate in effect at time cost estimate is prepared and is expressed as a percentage of the direct costs 40.53% x \$1,995,000, consistent with EPA's full cost accounting methodology effective September 30, 2019. These estimates do not include pre-judgment interest, do not take into account other enforcement costs, including Department of Justice costs, and may be adjusted during the course of a removal action. The estimates are for illustrative purposes only and their use is not intended to create any rights for responsible parties. Neither the lack of a total cost estimate nor deviation of actual total costs from this estimate will affect the United States' right to cost recovery.

Scene: View of the Site Showing Standing Walls and Fire/Building Debris.

Google Maps 11 Power St



Imagery ©2020 Maxar Technologies, Map data ©2020 50 ft



COMMONWEALTH OF MASSACHUSETTS
THE GENERAL COURT

STATE HOUSE, BOSTON 02133-1053

August 17, 2020

Governor Charlie Baker
Massachusetts State House
24 Beacon St.
Office of the Governor, Room 280
Boston, MA 02133

Ms. Kathleen Theoharides, Secretary
Executive Office of Energy and Environmental Affairs
100 Cambridge St., Suite 900
Boston, MA 02114

Mr. Martin Suuberg, Commissioner
Department of Environmental Protection
One Winter Street
Boston, MA 02108

Re: Connecticut River hydropower relicensing

Dear Governor Baker, Secretary Theoharides, and Commissioner Suuberg,

We write as legislators who represent towns along the Connecticut River that are affected by the FirstLight hydropower relicensing. We respectfully request that the strongest set of operating conditions, mitigation obligations, investments in public recreation, and protections for the cultural, historic and archeological resources be negotiated in the pending relicensing of the FirstLight hydropower projects located in the towns of Montague, Northfield, and Erving. Additionally, Gill and Greenfield are also affected by project operations and the quality and quantity of recreational resources. The Connecticut River is a centerpiece of life in western Massachusetts and has national status as the nation's only Blueway as well as an American Heritage River. All communities south of the FirstLight hydropower operations will be affected in some measure.

We recognize the state's authority in Section 401 of the Clean Water Act to condition the operating licenses to be issued by the Federal Energy Regulatory Commission (FERC) in 2021, as well as the state's own water quality standards. We understand that FirstLight will, in the coming months, be releasing a revised license application for both the Northfield Mountain Pump Storage Facility and the

Turners Falls hydropower project. This will then trigger a one-year schedule for the state to evaluate this license and craft a set of operating conditions as well as mitigation requirements that must be adopted by the FERC.

There is no question of the damage that these facilities have caused over the years, a fact recognized by your staff scientists in their numerous filings to the FERC docket on this proceeding. The Connecticut River is also listed in required federal reporting as being in violation of its state water quality standards as a result of these facilities' operation.¹

You have the authority to significantly improve aquatic habitat; enact safe, effective, and timely fish passage for migratory fish; and reduce the erosive loss of valuable riparian property. You also have the authority to restore and protect the federally designated uses of swimming and boating and to transform the design, operation, and impacts of the Northfield Mountain Pumped Storage project.

We look forward to a robust package being negotiated by the state that includes:

- Installation of safe, effective, and timely fish passage at Turners Falls for American shad, river herring, sea lamprey, and American eel;
- Ecologically-based flows below Turners Falls Dam into the Connecticut River that support all native and migratory species;
- Flows below Turners Falls that re-establish the designated use of boating;
- Re-regulation of power generation at Station 1 and Cabot Station to protect aquatic habitat. Creative solutions such as installing variable flow turbines, a minimum flow turbine, or new battery are encouraged to off-set generation and revenue losses;
- Effective prevention of entrainment and impingement at Northfield Mountain in the near term at the current in-take and the longer term through a transition to closed-loop operation;
- Requirement for Northfield Mountain to use only renewable energy for its pumping requirements;
- Significant minimization and mitigation of erosion along the banks of the Turners Falls impoundment between the Turners Falls Dam and Vernon Dam;
- Mitigation requirements to restore the damage from erosion that are developed in the context of an adaptive river management plan that addresses facility operations and impacts of climate change;
- Increased investments in accessible recreational infrastructure and programming that reflect current and future recreation needs and uses; and
- New investments in protecting and interpreting the significant historical and archeological resources of the Montague/Great Falls area.

We are grateful for the significant work undertaken by the municipalities, the Franklin Regional Council of Governments, the Connecticut River Conservancy, and other local and regional conservation and recreational stakeholders since 2013 when this relicensing process began.

¹ MA Year 2016 Integrated List of Waters, pp 200 noting river segments MA34-01, 02, and 03 as impaired for flow regimen modification.

We appreciate the significant work by our state agencies on this complex and lengthy licensing proceeding. We look forward to being kept apprised of your progress in ensuring that this pending license strikes a far better deal for the river and the public than the current operating requirements have done for the last 50 years.

Sincerely,

Daniel R. Carey
State Representative
2nd Hampshire district

Jo Comerford
State Senator
Hampshire, Franklin, Worcester

Natalie Blais
State Representative
1st Franklin District

Mindy Domb
State Representative
3rd Hampshire district

Adam G. Hinds
State Senator
*Berkshire, Hampshire, Franklin,
Hampden*

Anne M. Gobi
State Senator
*Worcester, Hampden,
Hampshire, Middlesex*

Susannah M. Whipps
State Representative
2nd Franklin district



MONTAGUE PLANNING & CONSERVATION

ONE AVENUE A · TURNERS FALLS, MA 01376 ·
 PHONE: 413-863-3200 EXT 207 - FAX: 413-863-3222

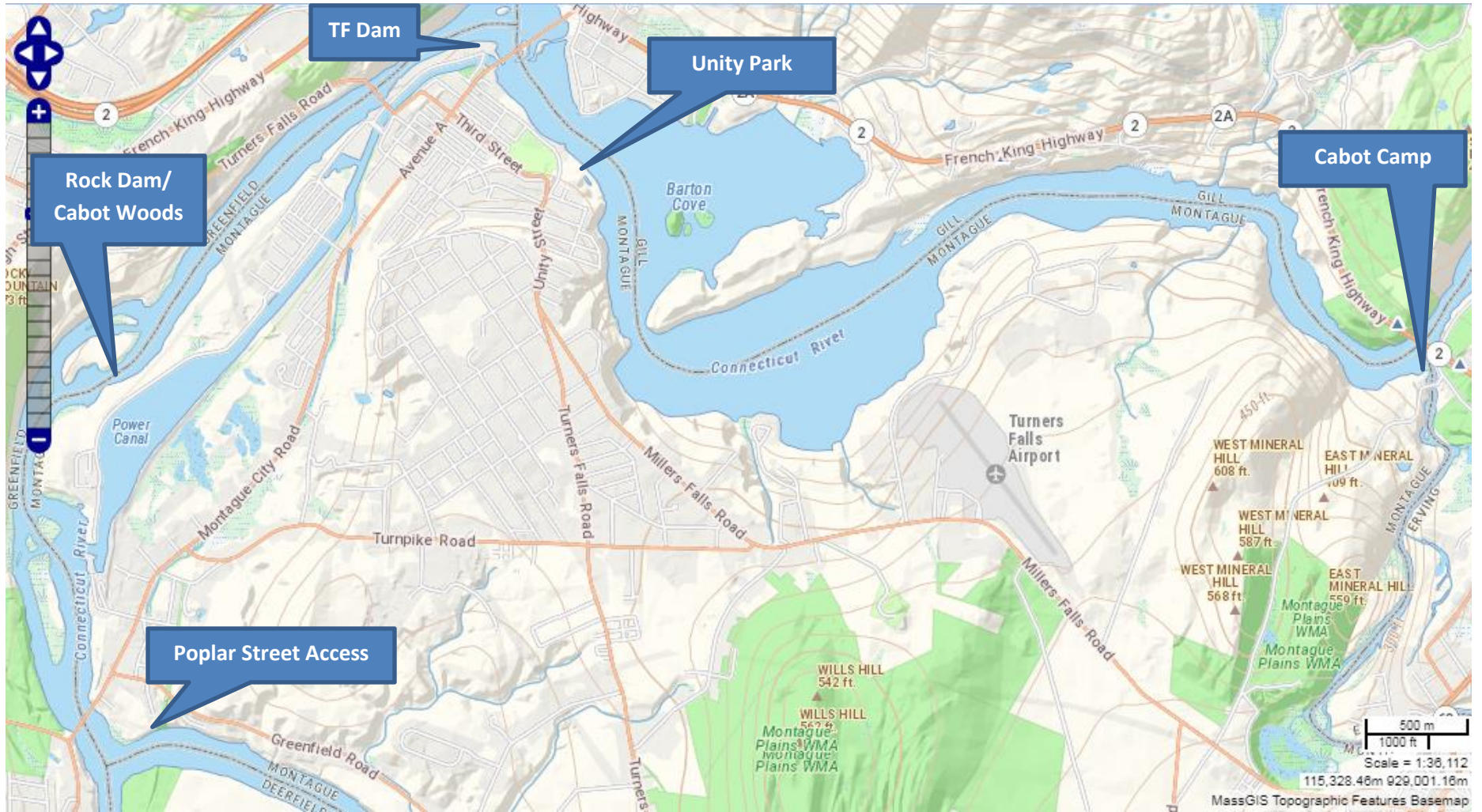
Re-licensing Prioritization Options

January 2020

Relative Cost	Category	Location	Proposal
\$\$\$	Econ Dev, Recreation	Turners Falls Dam	Riverfront Park/ Accessible falls overlook deck with interpretive kiosk, repaint IP Bridge
\$\$	Econ Dev, Recreation	Unity Park	900 ft Access Path to cartop boat put-in at end of field, parking lot improvements, mooring for CT River Cruise?
\$	Recreation	Poplar Street	Porta-potties/ changing stations, bicycle parking, overflow parking plan
\$\$\$	Econ Dev, Recreation	Canal District	Multi-use trail on Canal District from RR bridge to IP Bridge, reopen closed RR Bridge
\$\$	Recreation, Public Safety	Rock Dam/ Cabot Woods Fishing Access	200 foot access path to Rock Dam from adjacent picnic area.
unknown	Econ dev	Cabot Camp	Activate shuttered "camp" buildings to support river-based recreation

Additional priorities to consider:

- Enhancement of condition and value of Firstlight generation assets
- Swift Water rescue capacity (equipment and training)



- 1 Iron Pedestrian Entrance
- 2 Welcome Station
- 3 Industrial Heritage Kiosk
- 4 Whitewater Pole-barn (secure)
- 5 River Overlook (reclaimed brick)
- 6 Main Slipway (boulder steps)
- 7 Secondary Slipway/ Boat Ramp
- 8 Secondary Slipway/ Boat Ramp
- 9 Open Area
- 10 Concrete Overlook
- 11 Rubble Garden
- 12 Pedestrian & Bike-way
- 13 Art Park
- 14 Sculptural Relics (silo & forms)
- 15 Performance Area
- 16 Construction Staging/ Parking
- 17 Canal Road
- 18 Improved Access Way
- 19 Invasive Species Management/ River Views



Park Master Plan
 8 Canal Road, Turners Falls, Montague, Mass.
 Draft - March 28, 2019
 Josiah Simpson - Landscape Redevelopment: Adapting an Industrial Park at Turners Falls' Canal District

Overview



Could the (proposed to be decommissioned) Fish Ladder be repurposed into a pedestrian overlook?

Closed Cabot Camp Buildings April 2019



Rock Dam April 2019.

Footings of former stairs vs improvised path



Unity Park





RR Bridge
(Owned by FL)

Planned New Ped
Bridge

IP Bridge

0.06 mi

0.17 mi

0.08 mi

0.14 mi

0.20 mi

14: Consider Host Community Agreement and Letter of Support to the Cannabis Control Commission for Flower Power Relative to a Proposed Cannabis Cultivation and Manufacturing Establishment at 180 Industrial Boulevard (Map 17, Lot 13A)

Agreement in the process of being finalized and will be uploaded when complete.

REQUEST FOR TRANSFER FROM THE RESERVE FUND

Request is hereby made for the following transfer from the Reserve Fund in accordance with Chapter 40, Section 6 of the Massachusetts General Laws.

- 1. Amount requested: \$ 10,000
- 2. To be transferred to account number 001-5-946-5740-000
Account Title Property & Liability Ins.
- 3. Present balance in said line item appropriation: \$ (\$5,304.72)

The amount requested will be used for (give specific purpose):

An insurance bill was received for 8 & 20 Canal Street General Liability and Excess Liability Renewal in the amount of \$2,722.72 for coverage through 6/30/20.
Bills to be paid: \$3,415 – New DPW Building

This expenditure is extraordinary and/or unforeseen for the following reasons:

Bill was not rec'd by SB until 6/26, and it came in higher than anticipated. Will cover cost of new DPW Building

Officer/Department Head Date: _____

ACTION OF OVERSIGHT BOARD

Date of Meeting: 1/11/21 Number present & voting: _____

Transfer recommended in the amount of \$ _____ Transfer disapproved: _____

Chairperson _____

ACTION OF FINANCE COMMITTEE

Date of Meeting: _____ Number present & voting: _____

Transfer voted in the amount of \$ _____ Transfer disapproved: _____

Chairperson, Finance Committee

D E T A I L S T A T E M E N T O F A C C O U N T S - E X P E N D I T U R E
 Itemized Appropriation, Expenditure and Encumbrance Transactions
 Account = First thru Last; Mask = 001-5-946-5740-###
 From July 2020 to June 2021

Account Number	Account Name	Current Year Budgeted	Period Expenditures	Current Year Expenditures	Encumbrances	Balance Remaining	Percent Left
001-5-946-5740-000	Property & Liability Insurance	96000.00	101304.72	101304.72	0.00	(5304.72)	(5.53)

Transaction	Period	Date	Transaction Description	Vnd#	Vendor Name	Document#	Trn Amount
010392-000414	Jul 2020	07/01/20	ATM 6/13/20			BG E BO	96,000.00
Appropriation Total							96,000.00

Transaction	Period	Date	Transaction Description	Vnd#	Vendor Name	Document#	Trn Amount
010407-000023	Jul 2020	07/08/20	8-20 Canal St	3691	RAIS	AP V 162121 VE	2,722.72
010524-000256	Dec 2020	12/30/20	WPCF share ins			GL E ED	(21,360.00)
010525-000009	Dec 2020	12/10/20	George Hemingway	2927	MIIA Property & Casualty G	AP V 165072 VE	2,500.00
010528-000022	Dec 2020	07/09/20	FY21 MIIA billing			GL E EI	120,135.00
010528-000024	Dec 2020	07/09/20	FY21 MIIA billing Jan20 div/cr			GL E ED	(411.00)
010528-000025	Dec 2020	07/09/20	FY21 MIIA billing reward cred			GL E ED	(2,282.00)
Expenditure Total							101,304.72

Preliminary Calendar for February 2021 Special Town Meeting

Proposed Special Town Meeting Date: Any date beginning February 16, 2021

Note: Feb 15 is President's Day, Feb 17 is Ash Wednesday

Send meeting packets via mail/email by Wednesday, February 3

Required to post by Tuesday, February 2

Selectboard votes to perform remote town meeting and executes final warrant Monday, February 1

Finance Committee makes recommendations on financial articles, Wednesday, January 27

Send draft warrant and motions to counsel, Tuesday, January 26

Town Accountant drafts motions for submitted articles.

Selectboard endorses preliminary warrant, Monday, January 25

Moderator submits letter stating remote town meeting is necessary and technology is effective

Test Zoom Webinar at public webinars by Airport Commission re Pioneer Aviation Jan 21 and 23

Deadline for article submission, Wednesday, January 20

Selectboard sets meeting date and formally opens warrant, Monday, January 11

** Must post recording of meeting to town web site within 90 days

January 2021						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

Notes:

Preliminary Calendar for February 2021 Special Town Meeting

Virtual Town Meeting Legal Guidance and Procedure

On June 4, 2020, the Legislature passed "An Act Relative to Municipal Governance During the COVID-19 Emergency" The Act expressly allows towns with a **representative** town meeting to conduct virtual town meetings during the State of Emergency, upon agreement of the select board and moderator, but subject to the consent of town meeting members at the outset of town meeting (as explained further below). Moreover, the Act requires that any virtual town meeting be recorded, and importantly, that this recording be available on the town's website for not less than ninety (90) days after the conclusion of the town meeting.

Of course, conducting a town meeting virtually requires a significant degree of pre-planning and testing. Section 8 of the Act establishes a process for the conduct of a virtual town meeting, held through any appropriate "video or telephone conferencing platform." The statutory requirements described below represent the minimum requirements for a virtual town meeting, although other measures will likely be necessary to ensure a smooth and effective virtual town meeting.

Prior to Town Meeting:

- (a) First, the moderator must determine that an in-person town meeting cannot be held safely and in compliance with applicable state and local orders, directives, and guidance concerning public assemblies. If the moderator makes that determination, she must submit a written request to the select board stating as much, requesting that town meeting be held through remote participation in accordance with Section 8 of the Act. This written request shall also: (1) identify a virtual platform to be used; (2) indicate that she has conferred with the local disability commission or coordinator for compliance with the Americans with Disabilities Act (to ensure access by persons with disabilities); and (3) certify that the moderator has tested the application to be used and that it satisfactorily enables town meeting to be conducted "in substantially the same manner" as if the meeting occurred in person at a physical location, and in accordance with the operational and functional requirements identified below (see "*Capabilities of the Video or Telephone Conferencing Platform*").
- (b) Not later than ten (10) days from its receipt of the moderator's written request, the select board must vote to determine whether the town meeting will be held remotely.
- (c) If the warrant has not been issued, the posted warrant must expressly state: (1) the date and time of the meeting; (2) that the meeting will be held remotely, and identifying the video or telephone conferencing platform requested by the moderator; and (3) any information necessary to permit any person to access and witness the town meeting deliberations. The warrant may also identify a date, time and place for town meeting to be resumed if town meeting does not vote to continue the town meeting remotely at the outset of the meeting. The moderator's request to hold a virtual town meeting must be appended to the warrant. All other provisions of G.L. c.39, §10, the town charter, and town by-laws remain applicable to a subsequently-issued warrant.
- (d) If the request is approved, the town clerk must submit certified copies of the moderator's request and the select board vote to the attorney general no later than five (5) business days after the vote to hold the town meeting remotely.
- (e) Registered voters residing in town wishing to participate in a virtual town meeting must submit a request to participate to the town clerk no less than 48 hours prior to town meeting. Upon receipt of such a request, the town clerk verifies the requester's voter registration status, and then provides the requester with instructions for participating in the remote town meeting.

Preliminary Calendar for February 2021 Special Town Meeting

At the Start of Town Meeting:

The first matter of business is a vote by town meeting members whether to continue with the virtual town meeting. If the members vote to continue the virtual town meeting, it may proceed, but if they do not vote to continue the meeting, it must be adjourned to the date and time identified in the notice or warrant described above. If said notice or warrant did not contain a continuation date and time, the town meeting must be dissolved and the select board must issue another warrant, for an in-person town meeting to be held at a physical location pursuant to G.L. c.39, §10, or any other applicable provisions of law, town charter and by-laws.

Capabilities of the Video or Telephone Conferencing Platform

The Act specifies certain minimum capabilities that the video or telephone conferencing platform must provide. In sum, the Act requires that the video or telephone conferencing platform used for a virtual town meeting must provide the ability for:

- The moderator and all participants (members, town officials, and the public) to hear and identify all other participants in the virtual town meeting;
- The ability to determine whether a quorum is present;
- The moderator to recognize town meeting members, town officials or other individuals and enable the moderator to be able to recognize those that wish to speak, without prior authorization (and, to the extent feasible, that the request is visible or audible in real time and upon review of the recording);
- The moderator to determine when town meeting members make a motion, raise a point of order, or object to a request for unanimous consent;
- Conducting roll call votes, by means that the moderator determines accurately and securely records the votes of those entitled to vote;
- Remote access to the meeting by members of the public who wish to witness the deliberations and votes (i.e. live-streaming); and
- Recording the meeting.

3) Regardless of whether you have internet access, which of the following types of devices do you have access to as a means to participate in a remote Town Meeting?

- iPhone or other smart phone device
- iPad or other type of tablet device
- Laptop or desktop computer with a webcam

PHONE	64
TABLET	39
LAPTOP	72

4) How many ZOOM meetings have you participated in?

- zero
- 1 – 5
- 6 – 10
- 10 – 20
- 20 or more

9	14	10	12	44
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a. Are you more familiar with another videoconferencing program?

- Yes
- No
- Don't Know

22	56	4
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If yes, what is the name of the other program(s)?

WEBEX, FB LIVE, GOOGLE HANGOUT/GOOGLE MEET, SKYPE, MICROSOFT TEAMS, TEAM VIEWER, GO TO MEETING, WEBINAR JAM

5) How comfortable are you using ZOOM?

If you've *never* used Zoom, but identified a different program above, answer based on your comfort with that program.

- Very comfortable
- Comfortable enough
- Not at all comfortable

46	25	6
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6) How likely would you be to participate in Town Meeting if it were conducted by remotely by videoconference)?

- Very likely Probable Unlikely

64	17	8
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a. If you answered "Unlikely" and a telephone option were available, how likely would you be to participate in the remote Town Meeting?

- Very likely Probable Unlikely

4	2	10
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7) If Town Meeting were held remotely, would you be in favor of having more than one, but briefer Special Town Meetings?

For example, two 90 minute meetings rather than a single 3-hour meeting?

- In favor Neutral Opposed

55	28	7
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8) Would you require support or accommodations to participate in a remote Town Meeting?
 YES -1 person "I would likely have to purchase a laptop or Ipad to fully participate"

9) Other comments or questions?

- "I think having meeting online is the only option right now."
- "I thought the Town meeting in the DPW building went well. Was there a problem for others in terms of hearing the speakers?"
- "I had trouble with the audio when I participated in a Selectboard meeting. I had to use the phone to talk but it did not match the computer. I felt like an Idiot. I did it again for another meeting and it was fine."
- "150 people with sound/video wouldn't work for me, but as long as we can type for questions and use hand raise button for votes it will be good."

- “Remote Town Meeting is ESSENTIAL! If they refuse let them sit in a room together and everyone else can be on zoom.”
- “It will be warmer than the highway garage, and the sound may be better.”
- “I don’t have a webcam so my picture would not be available. My name appears in a box where my picture would be. I am comfortable using zoom.”
- “I did not attend the special town meeting. I was uncomfortable being indoors with so many people. The feedback I heard from people who were there is that they felt unsafe. Lots of improper mask wearing etc.”
- “Maybe a brief review at the start of Town Meeting (remotely) as to the various zoom options that will be needed.”
- “If the weather looks as if it might be OK, have the meeting the way you had the last one!”
- “I would likely not attend town meetings if they were held only remotely with more frequent meetings.”
- “Can the Moderator/Town meeting members set limits on how long members can hold forth? My experience is that zoom tends to make folks want to talk and talk and talk.”
- “I can support people in getting set up with zoom if needed.”
- “The last town meeting held at the DPW, was very discouraging. I could not understand most of what was said, and I was (falsely) assured that everyone would be required to wear a mask. I highly suggest a remote option for attending the town meetings, even if an in person meeting is conducted. I feel that it is quite exclusionary to not offer this.”
- “Given the age of current Town Meeting members, I hope you can make this work.”
- “Thank you for taking this on! I am available to orient or practice with people who need that. I attended and what, where the remote town meeting logistics for another town wise, described- happy to share my notes.”
- “Outside gathering in warmer weather would not work? Seems to for other towns.”
- “Good idea! It was hard to understand the speakers during the meeting held in the DPW facility.”
- “Appreciate all the good organization by Montague town employees in helping us all get through this surreal time as efficiently as possible.”
- “Don’t want to leave my house”
- “Concerned about how we vote & length of meeting”
- “TM needs attendance, the feet or votes and arguments just do not exist”
- “How will moderator see raised hands & know who to call on in order while scrolling across 4 – 5 pages of participants at 23/page”

Summary of Expected Financial Article Requests for FY21 Winter STM

	Description	Request	CIC Recommendations	Comment
Airport	FY21 operating budget (if PA purchased)	\$52,300	N/A	Request based on close date
DPW/Planning	Chestnut Hill Loop Bridge Replacement	\$105,000	\$200,000	Bid results due 1/26/21
Police	CoMIRS Radio Upgrade	\$25,000	\$25,000	Expect state to cover this cost
WPCF	Chlorination Conversion	\$215,000	pending	EPA mandated upgrade
WPCF	De-watering Press (four-year lease - \$260,000)	\$66,656	\$70,000	Future capital outlay \$58,441 yr
IT	Possible need to backfill consulting hours	TBD		Timing and options in discussion
Total		\$463,956		

MEMORANDUM

TO: Municipal Coronavirus Relief Fund Recipients
 FR: A&F Federal Funds Office (FFO)
 DT: December 29, 2020
 RE: Extension of CARES Act Coronavirus Relief Fund Covered Period

On December 27, 2020, an extension of the CARES Act Coronavirus Relief Fund “covered period” was signed into law. This change extends the deadline for use of the Coronavirus Relief Fund from **December 30, 2020 to December 31, 2021**. This memorandum provides an updated definition of eligible uses.

Background

CARES Act Coronavirus Relief Fund

On March 27, 2020, the federal Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) was signed into law. This \$2.2 trillion package created the Coronavirus Relief Fund (CvRF), a \$150 billion effort to provide state and local governments with resources to address unexpected costs incurred due to COVID-19. The Commonwealth of Massachusetts received approximately \$2.7 billion from this fund, including \$2.4 billion paid to the Commonwealth, \$121 million for the City of Boston, and approximately \$91 million for Plymouth County.

Coronavirus Relief Fund – Municipal Program

On May 14, 2020, A&F partnered with the Department of Revenue’s Division of Local Services (DLS) to create the Coronavirus Relief Fund – Municipal Program (“CvRF-MP”) for eligible municipalities to access the Coronavirus Relief Fund (excluding the City of Boston and municipalities in Plymouth County). CvRF-MP made up to approximately \$502 million available to eligible municipalities.

Eligible Uses as Revised by Phase 4.0 Legislation

On December 27, 2020, new legislation was signed into law that amended the “covered period” during which recipients must receive the beneficial use of eligible expenses.

To be an eligible use of the CvRF, expenses must meet at least three major statutory conditions. Date changes included in Phase 4.0 are highlighted in **bold**:

- “Necessary expenditures incurred due to the public health emergency with respect to ... COVID-19”
- Expenses must be unbudgeted as of March 27, 2020

- Expenses must be incurred during the covered period beginning March 1, 2020 and ending **December 31, 2021**
 - Treasury has clarified that to be an eligible use of the CvRF, recipients must receive the “beneficial use” of the good or service (goods delivered and in use or services rendered) by **December 31, 2021**.
 - Program guidance issued prior to the enactment of Phase 4.0 indicated that payments for eligible expenses can be made up to 90 days following the end of the covered period, or **March 31, 2022**.

Note About the Potential for Further CvRF-MP Changes

CvRF-MP participants are reminded that major elements of CvRF are defined in program guidance issued by the US Department of the Treasury. Anticipated changes in personnel and priorities at Treasury on or after January 20, 2021 may have a material impact on CvRF-MP.

Contact Us

Inquiries about CvRF-MP can be submitted to A&F using this web-based submission form:
https://massgov.formstack.com/forms/municipal_covid_spending_questions