MONTAGUE SELECTBOARD MEETING Town Hall, 1 Avenue A, Turners Falls, MA 01376 Monday, October 25, 2021

Join Zoom Meeting: https://us02web.zoom.us/j/83942665669

Meeting ID: 839 4266 5669 Password: 104277

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

This meeting/hearing of the Selectboard will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for inperson vs. virtual attendance accordingly.

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 Approve Minutes:
 - Selectboard Meeting October 18, 2021
- 3. 6:31 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
- 4. 6:31 Review of Montague COVID Case Counts and Trends; Discuss any Selectboard actions Relative to Trends
- 5. 6:35 Liquor License Transfer
 - Watershed Restaurant, LLC, dba Watershed Restaurant, Melissa Stetson as manager has applied for a transfer of the All Alcoholic Beverages Liquor License (Restaurant) from Bread and Water, LLC dba The Alvah Stone. The premise is located at 440 Greenfield Road, Montague, MA
- 6. 6:45 Deb Bourbeau, Town Clerk
 - Request to accept new precinct boundaries/maps
- 7. 6:55 Eileen Seymour, Treasurer/Collector
 - Explanation of upcoming Bond
- 8. 7:05 Personnel Board
 - Acknowledge Retirement of Linda Hickman, Librarian
 - Authorize Town Credit Card for Caitlin Kelley, \$5,000
 - Accept resignation of Laurie Reid from Conservation Commission for term ending June 30, 2023
 - Appoint Margaux Reckard to Conservation Commission for Term ending June 30, 2023
 - Appoint Gary Downer, Police 911 Dispatcher, NAGE Grade D, Step 9

MONTAGUE SELECTBOARD MEETING Town Hall, 1 Avenue A, Turners Falls, MA 01376 Monday, October 25, 2021

- 9. 7:10 Chris Williams, Police Chief
 - Execute MOU between Montague Police Department and Greenfield Community College Police Department
 - Execute Addendum to Franklin County Emergency Communication System Equipment Agreement with the FRCOG
- 10. 7:20 Walter Ramsey, Town Planner
 - Release of Request for Proposal for Disposition of Property at 500 Avenue A Due December 9, 2021
 - Discuss expression of interest for Strathmore Building 11, 20 Canal Road
- 11. 7:30 Chelsey Little, WPCF Superintendent
 - Overview of a Proposed Sludge Composting Project Feasibility Study
 - Consider Contract for a Composting Feasibility Study with Stantec Consulting Services, Inc. in the amount of \$35,000. \$18,500 of which is to be paid by the Town of Montague WPCF and \$16,500 to be paid by FRCOG
- 12. 7:50 Brian McHugh, Franklin County Regional Housing & Redevelopment Authority
 - Quarterly Progress Report 2019, QPR #9 2019 Montague 00845, 09.30.21
 - Execute Letter to Mark Southard, FY2019 CDBG Final Quarterly Report
 - Execute Authorization to Disburse No. 8 for Spinner Park, Contractor: Sciaba Construction Corp., \$15,357.11
 - Execute Authorization to Disburse No. 15 for Spinner Park, Contractor: Berkshire Design Group, \$669.32
 - Execute Certificate of Final Completion for Spinner Park Restoration Project
- 13. 8:00 Discuss Eversource's commitment to remove double utility poles
- 14. 8:10 Annabel Levine, Unity Park Community Garden/Great Falls Apple Corps
 - Entertainment Permit: Fall Clean-up Halloween Party, Unity Park, October 31, 2021 11:00 AM to 4:00 PM
- 15. 8:15 Town Administrator's Report
 - Discuss Procurement of Trash and Recycling services for FY23
 - MIIA Grant Application Proposal: Focus on Third Party Roof Inspections
 - Community Compact Grant Request Update: No Funds Availability
 - Turners Falls Road in Greenfield Closure expected November 4th
 - Update on State Redistricting
 - Topics not anticipated in 48 hour posting
- 16. 8:30 Anticipated Executive Session in accordance with G.L. c. 30A, §21(a)(6), to consider the possible purchase, exchange, taking, lease or value of real property, votes may be taken

Other:

Anticipated Next Meeting Date: Monday, November 1, 2021 at 6:30 PM



Montague Reporter

Please publish the following as a legal notice on Thursday, October 14, 2021.

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 Watershed Restaurant, LLC, dba Watershed Restaurant, Melissa Stetson as manager has applied for a transfer of the All Alcoholic Beverages Liquor License (Restaurant) from Bread and Water, LLC dba The Alvah Stone. The premise is located at 440 Greenfield Road, Montague, MA consisting of the lower two levels of Montague Mill building, main entrance on top level with alternate door on top level. Fire exit on lower level, Second fire exit on upper level. Includes outside deck

Date and place of hearing: Monday, October 25, at 6:35 P.M. at the Town Hall, 2nd Floor, Selectmen's Meeting Room, One Avenue A, Turners Falls and via ZOOM https://www.montague-ma.gov/d/5481/Selectboard-Meeting

Montague License Commissioners



OFFICE OF THE TREASURER-COLLECTOR Town of Montague



Town of Montague
One Avenue A
Turners Falls, MA 01376

TEL: (413) 863-3200 x-202 FAX: (413) 863-3224

Octo	per 25, 2021
To:	Selectboard
From	: Eileen Seymour – Treasurer
RE:	Employee Credit Card Requests
Please	e accept this as a formal request for the following employee of the Town of Montague to be a credit card with the requested limits.
<i>Librai</i> Caitlir	ry: 1 Kelley - \$5,000.00
Appro	ved by Board of Selectmen:
	Richard Kuklewicz
	Christopher Boutwell
	Matthew Lord



WendyB-Montague Selectboard

From:

Walter Ramsey - Montague Planner

Sent:

Wednesday, October 20, 2021 9:37 AM

To:

WendyB-Montague Selectboard

Cc:

StevenE - Montague Town Administrator

Subject:

10/25 SB items- Conservation Appointments

Attachments:

Reid Resignation letter.pdf; Conservation Commission - Letter to SelectBoard - M.

Reckard 10-18-21.pdf; Margaux Reckard - Resume Sept. 2021.pdf

Wendy,

Can you please include these items on the next SB meeting agenda.

PERSONELL BOARD

Accept resignation of Laurie Reid from Conservation Commission for term ending June 30, 2023

Appoint Margaux Reckard to Conservation Commission for term ending June 30, 2023

Both the chairman and I support the appointment. One "associate member" vacancy remains on the Conservation Commission.

Walter Ramsey, AICP | Montague Town Planner | (413) 863-3200 x 112 | planner@montague-ma.gov

Dear Memtague Selectheard,

I am yournally unbmitting my viezignation to the town's Conservation Commission.

Thank you for the apportunity to were.

Sincerely,

Laurue Reid Laurue Rein



Name: Reckard, Margaux

MON1	AGUE APPOI	NTED OFFICIAL	
NAME: Margaux Reckard			
DATE:		10/25/2021	
COMMITTEE:	Cons	servation Commission	
TERM:	Remaind	der of Lauried Reid Term	
TERM EXPIRATION:		6/30/2023	
SELECTMEN, TOWN C	F MONTAGUE	TERM STARTS:	10/26/21
Reckard, Margaux	per	sonally appeared and made	e oath that
Conservation Commiss	nd impartially perform l sion	nis/her duty as a member of according to the fo	of the regoing
appointment. Received Town of Montague.	and en	itered in the records of th	ne
		MONTAGUE TOV	VN CLERK
This is to acknowledge the of the General Laws, the	nat I have received a co Open Meeting law.	opy of Chapter 30A, Sectio	ns 18 - 25,
		APPOINTED O	FFICIAL

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

Margaux A. Reckard

reckard.m@gmail.com - Turners Falls, MA - (949) 705-9082

Montague Selectboard Town Hall, 1 Ave. A Turners Falls, MA 01376 October 18, 2021

Re: Conservation Commission

Dear Selectmen,

Please accept this letter for your consideration in filling the open seat on the Montague Conservation Commission.

I am a Turners Falls resident with a natural resources background. I have an M.S. in Natural Resources from the University of Vermont (2018), where I studied environmental interpretation, tourism, recreation, environmental communications, and policy. My thesis focused on how "place" was created by Vermont ski areas and their neighboring rural communities. Professionally, I also have a background in litigation (I currently work as a paralegal) and education, but most relevant to the Commission is that I served for three years as the Clerk to the Conservation and Trails Committee in Essex, Vermont. I am particularly proud of the work we did as a Committee to spearhead a community-led street tree survey. I used the resulting data to assist the Town Planner in authoring a Street Tree Management Plan that is still in use today as the Town manages the emerald ash borer and other invasive pests. I would be glad to use my experience and perspective to help the Town of Montague advance conservation goals and engage the community in place-making.

I learned about the open position after asking Walter Ramsey about the new plantings behind Town Hall and whether they would include some interpretive signs. I attended the next Conservation Commission meeting and spoke with the members about the possibility of joining. They indicated they would feel comfortable with my joining as a full voting member, rather than as an associate, because I have experience serving on a town committee, and I would be grateful if you would consider me in kind.

Sincerely,

Margaux A. Reckard

Maryay M. Reful

Margaux Reckard

Turners Falls, MA (949) 705-9082 | reckard.m@gmail.com

PROFESSIONAL EXPERIENCE

Paralegal – Watts Law Firm, PC, Quechee, VT (Feb. 2015-present)

• Busy litigation firm specializing in employment law and medical malpractice. Client management, litigation support, administrative duties.

Administrative Assistant, Graduate Programs – Rubenstein School of the Environment & Natural Resources, University of Vermont (2015 – 2017)

• Graduate program coordination and administrative support for two graduate programs.

Teaching Assistant - Rubenstein School of the Environment & Natural Resources

- NR 104: Social Processes and the Environment (Fall 2015)
- PRT 50: Tourism Planning (Spring 2016 & 2017)
- CDAE 224: Public Communications Senior Capstone (Spring 2016)
- NR 205: Ecosystem Management: Integrating Science, Society & Policy (Fall 2016)
- PRT 235: Outdoor Recreation Planning (Fall 2016 & Fall 2017)
- PRT 255: Environmental Interpretation (Fall 2017)

Intern – Hanover Conservancy, Hanover, NH (2015)

• Outreach coordination, community education, cultivating local stewardship efforts.

Outdoor Education Instructor – Camp Nuhop, Ashland, OH (2013)

• Middle school level instruction in geology, survival, stream ecology, team-building.

Water Lawyer Intern – GordonDerr, LLP, Seattle, WA (June 2011)

VOLUNTEER EXPERIENCE

Clerk - Essex Conservation & Trails Committee, Town of Essex, VT (Oct. 2015 - Mar. 2018)

President – Rubenstein Graduate Student Association, University of Vermont (2016-2017)

Co-Chair – Rubenstein School Community Committee (2017)

EDUCATION

M.S. Natural Resources - University of Vermont, Burlington, VT (January 2018)

Rubenstein School of the Environment and Natural Resources

Thesis: Comparing website presentations of "nature" across Vermont ski areas and adjacent rural communities (Published in Journal of Destination Marketing & Management, Aug. 2021)

B.A. – Kalamazoo College, Kalamazoo, MI (March 2013)

Anthropology/Sociology

Study Abroad - International Sustainable Development Studies Institute, Chiang Mai, Thailand

OTHER ACCOMPLISHMENTS

Appalachian Trail Thru-Hike (March-Aug. 2014)



Town of Montague Personnel Status Change Notice

Authorized Signature:	Employee #
Chief of Police:	
General Information:	
Full name of employee: GARY Downer	Department: Police
Title: 911 Dispatcher Effective of	late of change: 11/3/21
New Hire:	•
Permanent:YN If temporary, estimates	nated length of service:
Hours per Week: 27.69 (actually 8) Pay: Grade Step Wage R	Union: NAGE
Pay: Grade Step Wage R	late: 4 25.21
Board Authorizing:	Date of Meeting:
Grade/Step/COLA Change:	
Union:	
Old Pay: GradeStep Wage R	ate: (annual/hourly)
New Pay: GradeStep Wage R. Notes:	ate: (annual/hourly)
Termination of Employment:	
Resignation: Layoff:	Involuntary Termination:
Other:	
Unpaid Leave of Absence	Termination Date:
Unpaid Sick Leave	Termination Date:
Other/Specify:	Termination Date:
Copies to:	
Employee Department	Decid CO L
Treasurer Department Accountant	



Memorandum of Understanding Between the Montague Police Department and Greenfield Community College Police Departments

This Memorandum of Understanding (MOU) is entered into by Montague Police Department's (MPD), having an address of 180 Turnpike Rd, Turners Falls, MA and the Greenfield Community College Police Department (GCCPD) as each party is committed to helping the College meet the requirements as set forth in Chapter 337 of the Session Laws of 2020 ("Campus Sexual Assault Law").

i. MOU Purpose

The purpose of the MOU is to facilitate opportunities for communication between GCCPD and MPD and to establish the respective roles and responsibilities of both GCCPD and MPD regarding the prevention of and response to sexual misconduct; to share information, in accordance with applicable federal and state confidentiality laws, and the consent of the victim, regarding sexual misconduct incidents involving students or other campus community members of the College.

MPD and GCCPD whereby all agree to abide by their roles as outlined in this MOU and also aim to identify opportunities for sharing best practices and training resources.

ii. Duration

This MOU shall remain in effect from the last date of execution until written notice is given by either party requesting to end the MOU. The requesting party will give at least 90 days notice of a request to end this MOU.

iii. Terms

The parties agree to the following as required pursuant to the Campus Sexual Assault Law and its relevant implementing regulations - 610 CMR 14.00: Coordination with Local Law Enforcement to Prevent and Respond to Sexual Misconduct:

a) Primary points of contact for GCCPD and for MPD on matters involving the interpretation and enforcement of the MOU:

Director of Public Safety, 413-775-1111 (for GCCPD) Chief of Police, 413-863-8911 ex 203 (for MPD)

- **b)** The MPD will provide investigative resources in the case that GCCPD requests assistance from MPD with a sexual misconduct case on/off-campus
- c) The Colleges operational and investigative responsibilities and procedures under state or federal law, including Title IX of the Federal Education Amendments of 1972, to respond to complaints of sexual misconduct are listed in the College's Policy on Affirmative Action, Equal Opportunity & Diversity (Policy), which the College has attached hereto as Attachment 1.
- d) College adheres to all protocols, standards for reporting, notification, and communication as applicable and as outlined in the College's <u>Policy</u>, and <u>General Protocols When Responding To</u>

<u>An Alleged Act Of Sexual Violence</u> and <u>Sexual Violence – Victim's Rights and Information</u> <u>Advisory</u> documents **Attachments 2 and 3**.

e) As outlined in the College's <u>Policy</u>, any victim of sexual assault may choose to notify the appropriate district attorney's office.

iv. Jurisdiction

This MOU shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. Whenever possible, each provision of this MOU shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision, or portion thereof, is deemed by a court of competent jurisdiction to be prohibited or invalid under applicable law, such provision or portion thereof, shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this MOU.

v. <u>Modifications</u>

Modifications of this agreement shall be made in writing only and duly executed by both parties. The terms of this MOU represent the entirety of the agreement between the parties. Of any amendments are made to this agreement, they must be made in writing and signed and dated by both parties, with copies distributed to each party.

IN WITNESS WHEREOF, and intending to be bound by this MOU as a legally binding

agreement, the parties hereto have executed this MOU upon signing bel	
For Greenfield Community College	Date:
For Montague Police Department	Date:
For Police Department	Date:





Addendum

To the

MEMORANDUM OF AGREEMENT

By and Between the

Franklin Regional Council of Governments (FRCOG) and
The Franklin County Emergency Communication System Oversight Committee
And

Users of the Franklin County Emergency Communication Systems (FCECS) and Commonwealth of Massachusetts Interoperable Radio System (CoMIRS)

Specifically the Town of Montague as USER

Effective May 28, 2021, the Franklin Regional Council of Governments (FRCOG) and the Town of Montague hereby add the following terms to the Agreement originally effective October 1, 2020 through September 30, 2023:

- 1) The Town of Montague acknowledges receipt of all expected equipment for the transition to the state's interoperable emergency communication system, CoMIRS, and accepts ownership of said equipment including all maintenance, repair and replacement costs. This includes equipment listed in attachment A for the municipality [may be separate lists for police, fire, ems or other department users].
- 2) The Town further understands that it is responsible for reimbursing the FRCOG for any and all costs related to upgrades and/or additional equipment that are not covered by the FRCOG's grant with EOTSS or FRCOG's Firefighter Safety Equipment grant, itemized in attachment B, invoices. Invoice is due within 30 days of receipt.
- 3) The FRCOG further understands that it is responsible for reimbursing the Town/City for up to \$300 per mobile radio installation, following the Town's/City's invoice to FRCOG for such installation service including copy of invoice from installer to Town/City. Invoice will be paid within 30 days of receipt. Installation costs that exceed \$300 per mobile are the responsibility of the Town/City.

IN WITNESS thereof, the FRCOG and the Todate above written:	wn/City have executed th	is ADDENDUM as of	the
For the Franklin Regional Council of Govern	ments:	*	
Linda Dunlavy, Executive Director	 Date		
		.0	
User Agency: Town of Montague:		*	
Title:	Date	-	
		Đ	
COG Use Only			



TOWN OF MONTAGUE



REQUEST FOR PROPOSALS FOR DISPOSITION OF PROPERTY AT 500 AVENUE A TURNERS FALLS, MA (ASSESSORS MAP 5 LOT 127)

FORMER DPW GARAGE DEVELOPMENT OPPORTUNITY

Released: November 3, 2021

Due: December 9, 2021

TOWN OF MONTAGUE SELECTBOARD REQUEST FOR PROPOSALS 500 AVENUE A DEVELOPMENT OPPORTUNITY

In accordance with the provisions of Massachusetts General Laws, Chapter 30B, §16 the Town of Montague seeks written proposals to purchase and redevelop the so-called Montage DPW Garage (Assessor's Map 5, Lot 27). The Town-owned former highway department headquarters is located at 500 Avenue A in the village of Turners Falls.

The Site is 0.87 acres and is developed with one single-story, 11,250-square-foot commercial building that includes two (2) small attached garages, and one (1) large multi-bay attached garage. The property served as the Montague DPW maintenance facility between 1963 and December 2020.

The Town hopes to hear from a variety of individuals and organizations who will present proposals for the redevelopment of property in manner that will enhance the southern corridor of Avenue A.

Proposal Requirements. Due to the fact that the Town is seeking redevelopment of a property that requires rehabilitation and based upon a recent real estate appraisal, a minimum bid price for the Property has been established at \$75,000. Proposals that meet the minimum requirements in Section II will be rated as "responsive", and shall be further evaluated in accordance with the comparative evaluation criteria outlined in Section IX.

The Town reserves the right to reject in whole or in part any and all proposals. This RFP may be cancelled if the Town determines that cancellation serves the best interests of the Town. The Selectboard has final approval of all awarded contracts. Minority and women-owned business are encouraged to submit proposals.

Proposal Submission Deadline is 10:00 AM Thursday December 9, 2021. The Town will conduct an informal session and tour of the site at 9:00 AM. Thursday, November 18, 2021.

All inquiries regarding to this RFP shall be directed in writing to: Walter Ramsey, Town Planner <u>planner@montague-ma.gov</u>. Copies of this Request for Proposals (RFP) and supporting reference documents may be obtained at www.montague-ma.gov.

I. PROPERTY DESCRIPTION

Site Description:

The primary site building is a single-story, 11,250-square-foot building constructed of a wooden frame and concrete-block walls. The foundation of the primary Site building is slab-on-grade, and the roof is constructed of a rubber membrane. The interior of the building includes a lunchroom area, several offices, two (2) small (i.e., 1-2 car) attached garages, and one (1) large, multi-bay attached garage. The offices and the lunchroom area are generally located in the southwestern portion of the building. A closet area near the offices and the lunchroom contains an oil-fired boiler. The garages comprise the northeastern portion of the building were used for DPW vehicle repair and maintenance. Additionally, the Site includes one (1) detached garage, one (1) small shed and one (1) large salt shed. The 37,753 square foot (0.8667 acre) site is defined by the survey titled "Subdivision Approval Not Required Plan of land in Montague Massachusetts" Prepared by Harold L. Eaton and Associates and dated 9/22/2020. The property is located in the southern corridor of Avenue A, which is a mixed-use area with industrial, commercial, and residential uses that is linked by the Canalside Rail Trail. For additional information about Planning priorities in Turners Falls, see the Downtown Turners Falls Livability Plan and the 2020 Check-in report.

Land Use History:

The earliest identified use of the Site was in 1914 when the northeastern portion of the Site, along with the property adjacent to the northeastern boundary of the Site, was developed with a silk mill. The silk mill building was demolished by 1940, and by 1952 a new building had been constructed in the location of the current primary Site building. According to the current property card, the current building was constructed in 1959, and the Town of Montague purchased the Site in 1963. The Site has been operated as the Montague Highway Department/DPW headquarters since that time. DPW operations at the site include vehicle storage and maintenance, sand and salt storage, and office work.

<u>Utilities:</u> The Turners Falls Water Department supplies drinking water to the Site and sanitary wastewater is discharged to the municipal sanitary sewer system. Electricity is provided to the Site by Eversource Energy. In FY2020, the town's utility expenses for 500 Avenue were as follows:

Electric: \$4,600 Heating oil: \$12,200

Water: \$900 Sewer: \$1,600

Zoning: The subject parcel is located within the Industrial Zoning District. The purpose of the Industrial zoning district is to allow for high quality employment opportunities through manufacturing, production, and research. Non-residential uses are not permitted. The following uses are allowed by-right:

- Business or professional office
- Manufacturing, processing, or research

500 Avenue A RFP

- Bulk storage, warehousing, or distribution
- Agriculture or forestry products processing

The following uses are allowed by Special Permit from the Planning Board:

- Retail sales and services (including restaurants)
- Marijuana cultivation, production, research, or design
- Self service storage facilities

For a complete list, please review section 5.2.8 of the Montague Zoning Bylaws.

New structures will be subject to the Industrial district dimensional requirements found in section 5.5 of the Zoning Bylaws.

Since the property use is expected to change from a municipal use, it is anticipated that Site Plan Review will be required from the Montague Planning Board for a change of use that exceeds 3,000 square feet of area. Site Plan Review is conducted by the Planning Board under section 9.1 of the Zoning Bylaws will be acted upon within 60 days of submittal to that Board.

Proposals needing zoning relief should demonstrate a high probability of permitting approval within a reasonable timeframe. The speed and probability of securing approvals will influence the evaluation of the proposal.

Environmental

Phase I Environmental Site Assessment

The Town commissioned a Phase I Environmental Site Assessment report dated June 18, 2020. The Assessment did not observe any documented releases of oil and/or hazardous materials at the site and stated that the site appears to be compliant with the Massachusetts Contingency Plan. The assessment did find several Recognized Environmental Concerns typical for a municipal highway garage and recommended a Phase II assessment to better understand those concerns. The draft Phase I Environmental Site Assessment is available for review.

Phase II

The Town commissioned a Phase II Environmental Site Assessment report dated X/X/2021. The limited investigation done by a licensed site profession in accordance with Mass DEP guidelines. The study found no reportable findings and concluded that the site is in compliance with the Massachusetts Contingency Plan. The report is available for review.

- Ground Penetrating Radar determined that all underground storage tanks have been removed
- A dye test confirmed that the floor drains are connected to the municipal sewer system. Any use required the use of floor drain will require bringing them to code compliance. It will be the responsibility of the developer to install new, compliant floor drains as needed.
- Soil and groundwater sampling for environmental pollutants was conducted to MassDEP standards. No reportable concentrations of pollutants were found.

Building Conditions

Roof

The rubber membrane roof is estimated by the Highway Superintendent to be between 15 and 20 years old. The roof on the lean-to structure is 3 years old

Heating system

The Highway Superintendent estimates that the jackets of the furnace were replaced 15 years ago. The natural gas fired system is functional. The water heater is 7 years old.

Economic Development Incentives

Additionally, the following incentives are available, depending on your individual situation: New Market Tax Credits, Opportunity Zone Tax Credit, and Property Assessed Clean Energy (PACE). It is the responsibility of the bidder to determine how these incentives may apply to the project.

II. MINIMUM TOWN REQUIREMENTS

Below is a short list of conditions that are required of all proposals. Any Firm desiring consideration that submits a proposal not meeting these "initial" minimum qualifications/requirements will be determined to be non-responsive and disqualified from any further review.

At a minimum, the following conditions will be required of all Proposals:

- Price: The minimum bid price for the property, as voted by Montague Selectboard, is \$75,000 with the stipulations contained in this RFP.
- Development of the site will be for a land use that is currently allowed by-right or by special permit; please refer to the Town of Montague's Zoning Bylaw.
- The property must be taxable or if the property will be owned by a non-taxable entity, that entity will be expected to enter into a "payment-in-lieu of taxes" (PILOT) agreement equivalent to the taxable value of the redeveloped property.
- Proposals will be submitted on-time and include all information requested in Section III of this RFP.
- The Proposer (as an individual or corporate officer), as of the proposal due date, must be current on all taxes due to the Town of Montague and have no properties in foreclosure or tax-title in the Town of Montague. (To be verified by Montague Treasurer).

Any respondent desiring consideration that submits a proposal not meeting these "initial" minimum qualifications/requirements will be determined to be non-responsive and disqualified from any further review.

In addition to the minimum criteria listed above, Developers are asked to consider the following while developing proposals:

- Stimulate economic development within the town, including the creation of permanent living wage positions and strengthening existing business clusters.
- Develop the property in a way that will integrate with and aesthetically enhance the neighborhood
- Proposal shall not exacerbate nuisances (e.g. traffic, noise, light, smell) beyond the existing use as a municipal highway garage. Traditional heavy industrial uses are discouraged at this location due to proximity to residential areas.
- Low employment uses such a self-storage and warehousing (as a primary use) are generally discouraged.

III. SUBMISSION REQUIREMENTS

Each Proposal shall contain the information requested in this Section of the RFP. Development Teams should follow the prescribed format and use the included forms or reasonable facsimiles thereof.

Proposals that do not include all of the information required below in this section, or proposals not meeting the minimum qualifications/requirements in Section II, shall be considered as non-responsive and may be dropped from further consideration.

Any information that is considered relevant by the Development Team that does not apply to the requirements listed below should be added as an appendix to the Proposal.

All Proposals shall be submitted in an envelope marked "500 Avenue A Proposal".

In order to be considered responsive, proposals must include the following:

- Letter of Intent: A one to two page letter, signed by the applicant and outlining the reasons behind the applicant's interest in this RFP. The letter shall contain the name and address of the purchaser, and the name, address, telephone number, and email of the contact person. The letter should indicate the respondents offer to purchase, the intended re-use of the property, and the bid offer. In addition, letters must acknowledge receipt of all RFP addendums (if issued).
- **Proposal Form:** Use of the Proposal Form in Section XIII of this RFP is required. Proposers must provide all information requested on the form, and provide such additional sheets as needed. A formattable .docx of the form can be provided upon request.
- Bid Deposit: The proposal shall contain a bid deposit of \$1,000.00
- Required Forms and Statements. The submitted Proposal should include *all* of the required signed state forms and statements including non-collusion, certificate of state tax compliance, if non-profit the required Disclosure of Beneficial Interest in Real Property, and a Corporate Vote (see Section XII).

IV. ADDITIONAL INFORMATION

Any questions concerning the content or interpretation of this RFP must be submitted in writing to the Town Planner (planner@montague-ma.gov) no later than three (3) business days prior to the submission deadline.

Any response to such questions will be provided in writing to all parties that have been provided a copy of this RFP by mail. Acceptance for any and all addenda must be acknowledged in the proposal letter.

The Town will not be bound by any oral interpretation(s) or representation(s) made by any Town official or employee with respect to the terms and conditions of this RFP procedure, or of the condition of the Property.

V. DISCLOSURES AND LIMITING CONDITIONS

- This RFP is subject to the process outlined within this document.
- This RFP is made subject to errors, omissions, or withdrawal without prior notice. In no way does this obligate the Town to select a developer.
- The Property is presented in "as-is condition", with no representations or warranties by the Town.
- While all information furnished herein was gathered from sources deemed to be reliable, no representation or warranty is made as to the accuracy or completeness thereof.
 Prospective developers should undertake their own review and reach their own conclusions concerning zoning, physical conditions, environmental concerns, required approvals, use potential, and other development and ownership considerations.
- Responders are asked to provide information regarding any legal or administrative actions past, pending, or threatened which could relate to the conduct of the responder's (or its principals or affiliates) business and/or their compliance with laws.
- Disclosure is required of any past or present affiliations of the responder, responder team members or employees with the Town of Montague. Please describe the nature and duration of the affiliation, including a disclosure of existing or past public contracts in Montague, the contracting parties, scope of the contract, and period of performance.
- Nothing herein is intended to exclude any responsible Proposer, or in any way restrain competition. All responsible purchaser/developers are encouraged to submit proposals.
- The Town of Montague encourages participation by Minority and Women Owned Business Enterprises (MWBE)

VI. QUALIFICATIONS

The recommendation for award of this property is based on a Qualification Based Selection (QBS) Process. All Applicants must possess and provide evidence of "initial" minimum qualifications stated in Section II, and meet all submission requirements in Section III for the submitted proposal to be considered as "responsive".

Non-responsive Proposals. Any Applicants desiring consideration that has not provided evidence of initial minimum qualifications stated in Section II will be determined to be <u>non-responsive</u> and disqualified from any further review.

VII. SUBMISSION OF PROPOSALS

Interested Proposers/Developers must submit the following in a sealed envelope clearly marked "500 Avenue A Proposal" with the name and address of the Proposer on the outside of the envelope to the Selectboard's Secretary by the Submittal Deadline:

• One (1) original (un-bound) copy of the Proposal, including Cover Letter, all required forms, and all information requested in Sections II and III.

Wendy Bogusz, Selectboard Secretary Town of Montague, Town Hall 1 Avenue A, Turners Falls, MA Phone: 413 863 3200x 108

Email: selectscty@montague-ma.gov

Proposal Deadline: Deadline for submission of Proposals is 10:00AM Thursday December 9, 2021. Proposals will be publicly opened at that time, with the name of each proposer and the price recorded. Proposals become public information when they are opened. Proposals received after the deadline will be rejected and returned to the proposer unopened. Proposals submitted prior to the deadline may be corrected, modified or withdrawn by written notice received prior to the submission deadline stated above. The Town may waive any informality in a proposal submission or allow the proposer to correct them. Persons submitting a proposal by mail or other delivery service shall bear full responsibility for delivery to the designated office prior to the submission deadline. All materials submitted by Purchaser/Developer become the property of the Town. The Town is under no obligation to return any of the material submitted by a Purchaser/Developer in response to this RFP. The Town reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.

VIII. PROPOSAL TIME FRAME

Each Purchaser/Developer's proposal must remain in effect for at least 120 days from the Deadline for its submission. The Town will decide upon acceptance within 120 days of submission.

IX. CRITERIA FOR EVALUATION

All proposals will be reviewed and scored by the Montague Capital Improvements Committee. To be considered responsive, proposals must meet the minimum submittal requirements set out in Sections II and III of this RFP.

Projects meeting the minimum threshold criteria will also be further evaluated and rated according to the Evaluation Criteria in order to determine the proposal which indicates the most appropriate use of the site. Within each category, the degree to which the proposal satisfies the 500 Avenue A RFP

stated objective shall be reviewed and rated on a system of "Highly Advantageous", "Advantageous", or "Not Advantageous".

QUALIFICATIONS OF APPLICANT

Highly Advantageous – Applicant demonstrates exceptional development experience and/or business history and has the internal capacity to implement the plan Advantageous - Applicant demonstrates some related development experience and/or business history. Applicant is a startup/new venture but can demonstrate internal capacity and qualifications to implement the plan

Not Advantageous – Applicant has no related development experience and/or business history and does not demonstrate internal capacity to implement the plan or a thorough understanding of the town's goals.

PROPERTY REUSE PLAN

Highly Advantageous - A proposal that demonstrates the most viable reuse of the property for uses currently allowed by-right or by special permit. Commercial occupants are committed and the facility will fully utilize the facility

Advantageous - A proposal that demonstrates a viable reuse of the property for uses currently allowed by-right or by special permit. The primary commercial occupant is committed, but may not occupy the entire facility. There is a plan to occupy the remainder of the facility

Not Advantageous –A proposal for uses not currently allowed by-right or by special permit, or a proposal that speculative in nature. Low employment uses such as warehousing or self-storage

INVESTMENT STRATEGY

Highly Advantageous - A proposal that demonstrates a well-planned and feasible redevelopment strategy of the property, and a shows a strong commitment to the following:

- Full retrofit of the property that exceeds minimum code requirements
- Commence the redevelopment project or rehabilitation within ninety (90) days of conveyance of title and completion within 2 years

Advantageous - A proposal that demonstrates a carefully considered redevelopment strategy of the property, and a shows a strong commitment to the following:

- Upgrades to meet code compliance or less than full retrofit at initial buildout
- Commence the redevelopment project or rehabilitation within ninety (90) days of conveyance of title and completion within 2 years

Not Advantageous - A proposal that does not demonstrates a well-planned use of the property, or proposal has one or more of the following shortcomings.

500 Avenue A RFP

- Not in a position to commence work within 90 days or complete within 2 years
- Investment is contingent on securing a primary tenant
- Proposed improvements overlook key code requirements or are not commensurate with the intended use

ECONOMIC BENEFITS

Highly Advantageous - A proposal that maximizes new full time employment opportunities with advancement, livable wages, and benefits to the site, and any other employment related functions such as training opportunities. Fills a critical market gap or complements a key market cluster in the local economy.

Advantageous - A proposal that will offer at least some new employment opportunities with livable wages and benefits.

Not Advantageous - A proposal that does not offer new employment opportunities or relies principally on minimum wage jobs.

NEIGHBORHOOD BENEFITS

Highly Advantageous - A proposal that will functionally and aesthetically enhance the mixed-use neighborhood, will stimulate further development opportunities in the area, and will fully mitigate or otherwise avoid all potential neighborhood nuisance issues (e.g. traffic, noise, light, odor).

Advantageous - A proposal that will functionally and aesthetically integrate with the mixed-use neighborhood, and will fully mitigate or otherwise avoid potential neighborhood nuisance issues in a manner that improves the existing conditions (municipal highway garage).

Not Advantageous - A proposal that will not stimulate further development opportunities, or will not functionally or aesthetically integrate with the mixed-use neighborhood, or will produce neighborhood nuisances equal to or in excess of the existing use.

All finalist on the shortlist will be required to provide evidence of financial ability and will be subject to one additional evaluation as follows:

EVIDENCE OF FINANCIAL ABILITY

Highly Advantageous - A proposal that demonstrates firm financial commitments and the financial capability to initiate and complete the redevelopment within a definitive timeframe that is in the best interests of the Town of Montague.

Advantageous - A proposal that has letters of financial interest and the capability to initiate and complete the redevelopment within a definitive timeframe that is in the best interests of the Town of Montague.

Not Advantageous - A proposal that does not include letters of financial interest or does not adequately address a timetable for the redevelopment of the property.

X. RULE FOR AWARD

The Capital Improvements Committee (CIC) will evaluate and rate all responsive proposals in accordance to the criteria in this RFP. The CIC reserves the right to interview prospective applicants and the results of the interviews will be considered in the full evaluation process. The CIC shall make recommendation of award to the Selectboard, which is the awarding authority. The Selectboard will vote to award taking into consideration the recommendation of the CIC and ultimately the best interest of the Town. The scoring is based on the comparative criteria. This is not a price-based evaluation.

In no way is the Town obligated to select a developer. The Town reserves the right to reject in whole or in part any and all proposals. This Request for Proposals may be cancelled if the Town determines that cancellation serves the best interests of the Town of Montague

XI. TERMS OF AGREEMENT

- A Land Disposition Agreement will be reviewed by the Town Attorney for compliance with the terms of the RFP, and may incorporate the terms of this RFP and of the proposal selected.
- The successful Proposer will be expected to execute a Land Disposition Agreement within thirty (30) days of the delivery of the Agreement. Failure to execute the Land Disposition Agreement within thirty (30) days will result in forfeiture of the security, otherwise, the deposit will be returned.
- Bid deposits of unsuccessful proposers will be returned upon the execution of the Land Disposition Agreement.
- The Purchaser/Developer shall not assign, transfer, sublet, convey or otherwise dispose of any agreement or contract which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the Town. Should the Purchaser/Developer attempt any of the above without written consent of the Town, the Town reserves the right to declare the Purchaser in default and terminate the agreement or contract for cause.
- Developer expressly acknowledges that he or she is aware of the potential for historical presence of hazardous waste and/or contaminated soil or other material on property and understands that, if Town accepts Developer's proposal, Town will require Developer to agree to a provision in the Land Disposition/Development Agreement, substantially as follows:

Developer releases the Town of Montague from any and all claims which he now has, or may in the future have, for damage or expense in any way arising from or

500 Avenue A RFP

related to the presence of hazardous waste and/or contaminated soil or other material and/or all costs to remove or remediate same and Developer expressly waives in advance any and all rights to sue which Developer now has or may, in the future, have against Town to recover for any loss, damage or expense of any type in any way arising from or related to the presence of hazardous waste and/or contaminated soil or other material and/or all costs to remove or remediate same. Developer agrees to defend, indemnify, and hold harmless Town from and against any and all loss, damage or expense, including court costs and attorney's fees which Town incurs as the result of action against Town by Developer, any representative, heir, transferee, assignee or subrogee of Developer in any way arising from or related to the presence of hazardous waste and/or contaminated soil or other material and/or all costs to remove or remediate same.

- Prospective Purchaser/Developers must be current in taxes and all water and sewer liabilities on any and all real estate owned in the Town of Montague
- The sale of the property is subject to any easements existing and required for street, sewer and water or any other public purposes within the Property or in the streets abutting the Property.
- The Purchaser/Developer is to be responsible for providing for, and paying for, all title work.
- The Developer will have complete responsibility for all expenses related to the operations and maintenance of any future buildings including taxes, as required by law (real estate and personal property); any nonprofit user will be required to sign a "payment-in-lieu of taxes" (PILOT) agreement acceptable to the Town.
- All building and expansion schedules will be subject to the prior approval of the Town, including any and all building and or construction permits.
- The Developer will be responsible for all utilities, including water, sewer and storm drainage, solid waste disposal, snow and ice removal, and all repairs required to maintain any building or other facilities constructed at the Property in compliance with all applicable provisions of law, regulations, and building codes.

XII. REQUIRED FORMS

Proposal Form

Town of Montague Disposition of Real Property Former DPW Garage Development Opportunity, 500 Avenue A

Use additional pages as necessary

ese tionine pages as necessary
1) Name and Address of Individual, Corporation or other entity submitting this proposal
2) Does the applicant operate on a for-profit basis YES or NO. If no, please provide evidence not-for profit status
3) Qualifications of Applicant
Development experience or history of business:
Capacity/qualifications to follow-through with buildout of new facility:
4) Description of Proposed Use
Type of business(es):
Description of proposed operations:
Have all commercial occupants been identified?
Plan for parking management:

5) Investment Strategy and Financial Plan
Description of planned improvements and buildout to the facility:
Timeline for improvements. Anticipated start date and completion date:
Describe availability of sufficient resources to purchase, secure, and complete the re-use of the property. Indicate whether internal financing or borrowing will be used. Please note that proposers must be willing to provide the evaluation committee with financial statements (preferably audited) and bank references, if requested during a final proposal evaluation.
6) Statement of Economic Benefits Number and type of full time and part time employment opportunities:
Other economic benefits such as foot traffic generation, training opportunities, and increased property value:
7) Statement of Neighborhood Benefits
Description of exterior improvements to building and site:
Methods to mitigate noise, odor, and traffic:
Other benefits to the community:

8) Does the applicant agree to execute a Land Disposition Agrees described in this Request for Proposals within thirty (30) days	
the Town.	or delivery or such Agreement by
Yes No	
9) Proposed price to purchase 500 Avenue A	
Attached hereto is a certified check or money offer drawn on a banking inst Massachusetts totaling \$1,000.00 to serve as surety for faithful performance. Town of Montague. This sum shall be forfeited to the Town of Montague it the Town of Montague within twenty-one days from the notice of being sell proposals that are not selected, deposits will be returned within 30 days.	e of this disposition of property from the f the remaining balance is not tendered to
By: Signature and Title of Authorized Indivi	dual
Name of Business (if applicable) em	ail and phone

CERTIFICATE OF TAX COMPLIANCE

No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security or Federal I.D. number	Signature: Individual or Corporate Officer
Date	
PLEASE PRINT	
Corporate Name:	
Address:	
City, State, Zip Code:	

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made a submitted in good faith and without collusion or fraud with any other person, business, partners corporation, union committee, club or other organization, entity or group of individuals.		
Signature of individual submitting bid or proposal		
Name of Business		

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Asset Management, as required by M.G.L. Chapter 7, Section 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1.	Public agency involved in this transaction:		
2.	Complete legal description of the property: Type of transaction:SaleLease or rental for up to four five-year terms:		
3.			
4.	Lessor(s): Lesseer:		
5.	Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.		
	Name: Address:		
	None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below: Name: Title or Position:		
6.	This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation. The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.		
The u	dersigned swears under the pains and penalties of perjury that this form is complete and te in all respects:		
Signa Printe Title: Date:	ure: I Name:		

500 Avenue A RFP

CERTIFICATE OF AUTHORITY

	neid on
(Name of Corporation)	held on(Date)
At which all the Directors were prese	ent or waived notice, it was voted that,
(Name)	(Officer)
and behalf of said company, and affix	hereby authorized to execute contracts and bonds in the name to its Corporate Seal thereto, and such execution of any contra- on its behalf by said officer, under seal of the company, shall any.
A TRUE COPY,	
ATTEST:(Clerk)	
Place of Business:	
DATE OF THIS CONTRACT	Γ:
hereby certify that I am the Clerk of	the
nat is the f said company, and the above vote has of the date of this contract.	e duly elected

500 Avenue A RFP

ATTACHMENT A REFERENCE DOCUMENTS

Survey of Land Phase I Environmental Assessment Phase II Environmental Assessment Site Photographs

These documents are available at www.montague-ma.gov/BIDS

Montague WPCF Biosolids Composting Project

Presented by:

Chelsey Little, Montague Water Pollution Control Facility Jan Ameen, Franklin County Solid Waste Management

The Problem

- Discharge permit requires removal of sludge as part of critical process control
- · Sludge disposal costs are increasing
- · Disposal options are limited
- Disposal options are not always available/interruptions in services



Not just our problem, Regional



Three-legged stool of biosolids management options for Massachusetts facilities like Montague

Incineration (43%)

Land Application/Recycling(Includes Composting) (38%)

Landfilling (18%)

(Almost all are out-of-state disposal)

All options nearing capacity - the disruption and costs impact community budgets and threaten the environment.

Currently, all legs of the stool are threatened/restricted

- Recycling/land application and landfilling: restricted due to concerns about PFAS
- Landfills are accepting less wet waste, including biosolids due to slope stability concerns
- Incinerators cannot keep up with the capacity, and regulations do not allow for start-up of new incinerators.



Montague's Current Options

- · Veolia (current vendor) Incineration of our cake sludge in RI
- Casella moratorium on landfill use for cake disposal -nearest disposal site is in Canada, and has strict guidelines for acceptance -high trucking costs & carbon footprint
- FCSWMD back-up option is liquid sludge unsustainable for Montague, does not remove enough solids for permit expensive

The solution



- Composting sludge cake
- Creates a nutrient rich product
- Reduces hauling, which is costly and has a significant carbon footprint
- WPCF Already holds a permit through DEP for composting
- Already tested composting abilities, making compost on site between 2013 to 2017

The Solution-Composting

- Would reduce the cost of solids disposal by over 50%
- Composting cake will offer stability in "disposal" as cake landfills are rapidly closing and other options are limited.
- Composting could be done on a small-scale with just Montague's tonnage.
- Potential issues: outlet for final product, PFAS residue in compost (there are no state standards for PFAS yet)
- Accepting outside sludge through FCSWMD: this would require a larger composting and curing facility but could generate revenue for the WPCF.

State Funding Available

- State interested in regional option for sludge
- 2 phase approach

Phase 1: Upgrading WPCF Receiving Capabilities

 New receiving station with tracking software, storage tank, fine screening, the new press and installation, etc

Phase 2: Composting Facility and Equipment

· Expandable concrete bins, dump truck, screening, blowers, air scrubbers, etc.

Phase 1: Upgrading Receiving Capabilities

•	TOTAL PHASE 1	\$611,827
	Fine Screening (removal of trash and debris)	\$98,000
	Septage Storage Tank (20,000 gallon)	\$38,000
•	Press Installation (piping, conduit, wall demo, conveyor)	\$10,000
	Screw Press	\$268,000
•	Septage Receiving Installation	\$5,000
•	Septage Receiving Dry Well Upgrades (piping, valves, water line, etc)	\$12,000
	Septage Receiving Station Upgrade	\$180,827

Phase 2: Composting Facility

• Needs Engineering Study for Feasibility



Engineering Study

- Received quotes from both Stantec and Wright-Pierce Engineering Firms.
- Stantec most cost effective, has a wider scope of services, and a long history of experience with composting facilities-also assisted with permitted trial run, has experience with the facility

Stantec Study Cost = \$35,000

Scope of Work

Feasibility study of two different sizes of composting facility will be examined

Montague Only

Montague+Regional

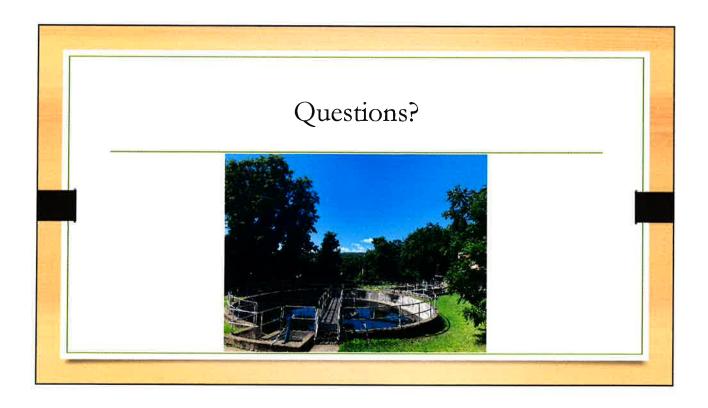
(Note: The new dewatering press procured by the facility is capable of pressing Montague an Regional Sludge.)

Scope Cont.

- The following will be included in the study for each size facility:
 - Materials balance.
 - Selection of composting technology based around a form of aerated static pile either fully or partially enclosed with odor control.
 - Facility design and operation description.
 - Equipment sizing.
 - Plan and section view sketches sufficient for cost estimating.
 - Engineer's opinion of probable cost for capital, operations and maintenance.
 - List of permits that will be required.

WPCF has \$25,500 from the May 2019 ATM:

- "To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$25,500, or any other amount, for the purpose of obtaining a feasibility study for a composting facility for the Montague WPCF, said study to include the development of plans and specifications, cost estimates, location options and anything related thereto, including any and all incidental and related costs, or pass any vote or votes in relation thereto."
- The FRCOG is offering a \$16,500 DLTA grant for the inclusion of a regional sludge composting feasibility study.
- FCSWMD is contributing staff time to facilitate this project.







Stantec Consulting Services Inc.
5 Burlington Woods Drive, Burlington, MA 01803-4511

October 12, 2021

Town of Montague
Attention: Ms. Chelsey Little, Superintendent Montague WPCF
34 Greenfield Rd.
Montague, MA 01351



Reference: Composting Facility Feasibility Study

Dear Ms. Little,

Thank you for providing Stantec the opportunity to submit a proposal on your compost facility feasibility study. In general, the work is to prepare a study on constructing one of two composting facilities; the first to handle the full biosolids production from the Montague WPCF, the second to process the solids from Montague as well as from other wastewater treatment plants in Franklin County that may have their biosolids dewatered by Montague. The approximate loading for each facility is five and 10 dry tons of biosolids per week respectively. There are two potential sites for the composting facility: the Montague Wastewater Treatment Plant and a land parcel at the end of Sandy Lane in Montague. The study will examine the feasibility and potential odor impacts including all capital, O&M and Net Present Value costs for designing, constructing and operating the compost facility of both sizes. Below is the specific scope of work:

Scope of Work

The work will consist of a feasibility study for the construction of one of two potential composting facilities. Two different sizes of composting facility will be examined; one treating just the solids produced at the Montague WPCF and the second treating the solids produced at Montague, as well as several other municipal wastewater treatment plants in Franklin County. Montague is currently purchasing new dewatering equipment and this equipment will be sized to handle both the Montague solids as well as solids from other municipal facilities. In addition, two sites will be examined: one at the WWTP and the second at a parcel of land at the end on Sandy Lane in Turners Falls. The following will be included in the study:

- 1. PFAS Regulatory Review
- Summary of PFAS Mass and surrounding state regs
- Testing requirements and methods for PFAS and metals for Montague, as well as other facility sludge
- End product testing requirements and methods
- State and local permitting requirements

- 2. Third Party Processing/Disposal Alternatives
- Survey of available third-party processing and disposal facilities available to handle Montague's biosolids in the region (approximately 200-mile radius from Montague)
- Cost of using these facilities (current and projected tip fee and transportation costs)
- Each facility will be surveyed for their ability to accept Montague's solids now and for how far into the future.
- 3. Compost Facility Description for Two Facility Sizes and Sites
- Mass balance
- ASP technology options
- Facility description
- Operations description
- Sizing of facility components
- 4. Compost Market Options
- List and contact info for third party marketers
- Discussion of common terms from these contractors such as the need for Montague to seasonally store the compost. Any such storage or other needs will be included in space and processing costs.
- 5. Site Review capacity of each site to accommodate proposed facility including any State and local regulatory limits on the use of each site
- WWTP
- Land parcel at the end of Sandy Lane in Montague
- 6. Odor Management determine potential odor impacts from each proposed site
- Four runs of the Screen 3 model two sites two technologies
- 7. Engineer's opinion of probable cost for capital, operations, and maintenance
- Capital Costs
 - o Construction costs
 - Soft costs
 - o Mobile equipment costs
- O&M Costs
 - o Utilities
 - o FTE
 - o Equipment utilization and operation costs
 - Maintenance/replacement
 - Material testing
 - Revenue product and tip fees

A draft report will be provided for your review and comment. A virtual meeting will be held to review the comments. A final report will then be provided.

A presentation will be developed and given in a virtual meeting with the Town Selectboard and Finance Committee. This is expected to be a single joint meeting.

Fee

The work will be billed monthly on a time and materials basis with a maximum, not to exceed amount of \$35,000. Billing rates for the work are listed in the table below:

Staff	Hourly Billing Rate
Senior Associate	\$207
Design Engineer	\$136
Project manager	\$207
Modeling specialist	\$168
Admin Support	\$100

Stantec is prepared to proceed with the work upon acceptance of this proposal and a contract.

Sincerely:

Charles Alix, P.E.

Senior Associate

Stantec

65 Network Drive, 2nd Floor Burlington, MA 01803-2767

T: 978-577-1441

E: charlie.alix@stantec.com

J. Daniel Tatem

Senior Associate

Stantec

5 Dartmouth Drive, Suite 200

Auburn, NH 03032-3984

T: 603-218-9739

E: dan.tatem@stantec.com

Contract acceptance: Scope to be incorporated into project contract as Attachment A



October 21, 2021

Steve Ellis, Town Administrator Town Of Montague 1 Avenue A Turners Falls, MA 01376

Dear Steve:

I am writing to confirm the FRCOG's commitment of \$16,500 towards the regional sludge composting facility feasibility study being presented and discussed at the October 25, 2021 Montague Board of Selectmen meeting.

The FRCOG is very supportive of assessing the value and feasibility, as well as potential risks, of a regional sludge facility for the region. We are appreciative that Montague is willing and interested in studying whether it can serve as host of such a facility. If found feasible, the FRCOG also commits to assisting Montague with pursuit of and advocating for receipt of ARPA funds to cover costs to site and create a regional composting facility.

As discussed, the funding from the FRCOG must be used before December 31st. And, as discussed, there is a potential that additional funds may be available to help offset the cost of the Stantec study pending the status and spending of other FRCOG obligations. If additional funding is available, it too must be spent before December 31, 2021.

I will try to attend the 10/25/21 meeting by Zoom in case your Board has questions about this financial commitment but my availability is dependent on the whims of weather, staffing, mask wearing and whatever other conditions could delay a flight from Chicago. Amanda Doster from the FRCOG stands ready to attend the meeting in my stead if you would find it helpful although Amanda and I both recognize that the expertise and knowledge of Chelsea and Jan Ameen is far more critical.

Thank you.

Sincerely,



QUARTERLY PROGRESS REPORT 2019 QPR #9 - 2019 - Montague - 00845 09.30.21

1. Management/Administrative Issues: Management/Administrative Issues: None to report.

2. Project Status/Accomplishments:

MICROENTERPRISE ASSISTANCE: Ten loans were awarded through the Montague Microenterprise Assistance Program, with assistance from the Franklin County Community Development Corporation in the design, implementation, and administration of the program. Awarding of funds for this activity is complete. This quarter awardees were assisted in preparing the necessary documentation required for the forgiveness process. The activity has ended.

<u>SOCIAL SERVICE ACTIVITY:</u> Four social service programs were funded through this grant. All social service activity funded by this grant concluded as of December 31, 2020.

The Brick House Youth Opportunities for Leadership and Organizing Program (YOLO LifePath, Inc. Home Delivered Meals Program Montague Catholic Social Ministries Family Literacy Program

The Western Massachusetts Recovery Learning Community – Montague Expansion

PUBLIC FACILITIES/INFRASTRUCTURE:

Spinner Park Restoration Project

The Spinner Park Restoration Project has concluded. In issuing the Certificate of Substantial Completion, Landscape Architect Berkshire Design completed a punch list of items for contractor Sciaba Construction to complete. A rededication ceremony for both the Park and the Spinner statue was scheduled for Saturday, October 2, 2021.

ACTIVITY	BUDGET	COMMITTED/EXPENSED	REMAINING
Micro Enterprise Assistance	\$58,000	\$55,000	\$3,000
Playgrounds/Parks	\$338,978	\$324,642.26	\$14,335.74
Social Service Programs	\$86,000	\$86,000	\$0.00
HRA Program Delivery	\$41,916	\$41,916	\$0.00
HRA General Administration	\$87,171	\$87,171	\$0.00
TOTALS	\$612,065	\$594,729.26	\$17,335.74

3. PUBLIC BENEFIT: N/A

4. PROGRAM INCOME: None received this quarter.

ague L

YEAR 19 - NO. 43

also serving Erving, Gill, Neverett and Wendell

Available After

Flood Damage

Erving selecthoard chair Jacob

Smith opened Monday's meeting with "unfortunate news," The Feder-

al Emergency Management Agency

(FEMA) determined that the state

wide cost of damage from July's heavy rain and flooding did not meet

agency thresholds Therefore, there will be no feder-

al assistance for Erving for repairing damage on North Street, Kavanaugh

Lane, Poplar Mountain Road, Whee-

lock Street, Moore Street, and Lester Street. The Swamp Road and Church

Street bridges were also damaged in

By August, the town had spen

By KATTE NOLAN

EDITOR a MONTAGUEREPORTER ORG

THE VOICE OF THE VILLAGES

Spinner Park Open Again



By MIKE JACKSON

By DONNA PETERSEN

MONTAGUE CENTER -

Forget the Golden Gate Bridge, the Brooklyn Bridge, London Bridge,

the Bridge Over the River Kwai, le Pont D'Avignon, or Billy Joe

McAllister's Tallahatchie Bridge.

Montague's Big Dig bridge at

TURNERS FALLS - After a nearly 16-month absence from its pedestal, the Spinner statue was reinstalled and unveiled last weekend in a park looking very different than the one it left in the first months of the pandemic.

A crowd of about sixty fit comfortably into Spinner Park last Saturday morning to hear speeches, check out what \$330,000 in federal funding can do to a 2,500-square-foot "pocket park,"

see PARK page A6

and watch as a tarp was ceremo-nially removed from the statue

ing on Saturday, October 2

Not to be outdone by the Lake Pleasant party celebrating the re-opening of the Bridge of Names,

see BRIDGE page A8

\$67,050 removing the Swamp Road bridge and \$22,500 on the North Road embankment. At that time. Jacob Smith estimated the cost of re-A Bridge Over Untroubled Waters placing the bridge at \$1 million or more, and said the Popler Mountain Road repair could cost "millions." the intersection of Chestnut Hill Road, West Chestnut Hill Road, and Chestnut Hill Loop has been (un)officially opened at a gather-

the fluxing, and need repair.

Town administrator Bryan Smith said he requested, but did not re-ceive, "clarity as to what the state threshold is."

Selecthoard member William Bembury told the board he had contacted state senator Jo Comerford, who "will continue to look for other sources [of aid], and continue the fight," He recommended that other communities that had flood damage contact their legislators.

Jacob Smith commented that the

town needed to have a plan "if we don't have state or federal support."

see ERVING page A5



Pond Plan: Consultants Recommend Drawdowns

By SARAH ROBERTSON

LEVERETT - Dense patches of aquatic weeds causing low dis-solved-oxygen levels are the primary concern cited in a recent habitat study of Leverett Pond. Conducted by SWCA Environmental Consultants on behalf of the Friends of Leverett Pond (FLP) and submitted to the town last Friday, the report rec-ommends annual winter drawdowns and targeted use of herbicides to combat invasive and nuisance vege-tation around the pond's edge

"We understand the reluctance to apply aquatic herbicides, yet this method has been successful in the past in reducing invasive species in Leverett Pond, and this method needs to be part of the overall tool-box for keeping the invasive plant species in check," read the report. "It is not realistic to try to eradi-cate the invasive plant species. The goal will be to reduce the growth of the invasive species to promote the growth of native aquatic plant

see LEVERETT page A7

ERVING SELECTBOARD MONTAGUE SELECTBOARD No FEMA Aid

Navigating Public Safety

By JEFF SINGLETON

After passing a mandate last week requiring masks in both town buildings and private businesses open to the public, the Montague selectboard grappled with how to apply the policy to a range of upcoming events, including the October 16 special town meeting and a film opening at the Shea Theater this coming weekend. The board also struggled to determine what metrics to use to evaluate future COVID-19 policies in Franklin County and neighboring towns.

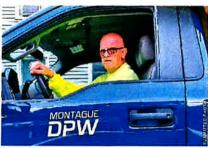
The town meeting discussion occurred toward the end of Mon-day's meeting, under the heading of "Town Administrator's Report," The previous week the board had

changed both the date and location of the meeting to an outdoor ven-ue - the Franklin County Technical School - due to the region-wide rise in COVID cases commonly attributed to the "Delta variant

"The board was not specific relative to whether masks should be worn at all times," said town administrator Steve Ellis, "My minimal understanding is that we are going to make sure there is an ability to observe social distancing

"My understanding is that out-side is much safer," said board member Matt Lord, "I don't personally think it's necessary to have a requirement, I think most people who are coming to town meeting will be conscientious, and will be wearing see MONTAGUE page A7

Mark Stevens Retires from DPW



Stevens, who also serves as tree warden, has worked for the town for nearly four decades.

By JEFF SINGLETON

TURNERS FALLS - Mark Stevens, who retired last month from the Montague department of public works (DPW), told the Reporter in a recent interview that he has worked taking care of the Montague parks and other grounds for "almost 38 years."

That puts the beginning of his tenure around 1983, a time when the DPW looked quite a bit different than it does today. There were less equipment, more employees - and Stevens was initially employed by the parks and recreation department,

which was in charge of the parks

But the real shocking statistic that emerged from our interview was the claim that the Stevens fam-ily has worked for Montague for an aggregate of nearly 100 years. That includes the tenure not only of Stevens, but his brothers Butch, who retired last August, and Reggie, who retired in November 2019.

The total also includes Mark's sons Alex, Ben, and Sam - the latter now works at the water pollution control facility - as well as Butch's son and nephew.

So it is almost the end of an era. see STEVENS page A6

High School Sports Week

Boh Mabler read a proclamation at Saturday's unofficial bridge responsing

By MATT ROBINSON

TURNERS FALLS - The Turners Falls volleyball team stayed perfect this week, the Franklin Tech football team evened their record, and Powertown's field hockey team

in professional sports, Tom Brady returned to Gillette, the Red Sox stayed alive, Cleveland dropped their mascot, and Mr. Bush was on TV. On Tuesday, the Boston

Red Sox knocked out the New York Yankees 6-2 at Fenway Park in a single elimination playoff game. The victory keeps the Sox's pennant dreams alive and avenges the 1978 one-game playoff loss to the dreaded Yankees

In other baseball news, Cleveland played their last game as the Indians, It seems Turners Falls was way ahead of the curve on this one. Also in this week's column: a

see SPORTS page A4



Wes Berdugo (left) und Queun Cillerson (right) compete on the Franklin Tesh field as the Fingles overpower the Duggan Academy Jayhawks 7-2. Berdugo, a Turners Falls (Ligh School student, plays soccer with the tragles in a coap between the schools.

HEALTH REPORT



Changes are underway at Haystate Health Primary Care, orly Connecticus River Internists, in Montague City. Columnist Chip Ainsworth has the scoop on Page A4.

Reelin' In The Years

sework At Large tes from the Wendell Sch

Retro Police: More Misdials Sex Mattern The Spark Montague Police Log: Stuff Missing Living With Cancer Whites



STEVENS from page A1

but not quite. We shall see! We shall also see if Stevens wants to continue on as the tree warden, an elected position that will be on the ballot next spring.

Stevens is a hometown boy who grew up in Tumers Falls in a building on the comer of Third and L Street where the FL Roberts gas station is now located. There was a car repair garage up the street, where the Pioneer Valley Brewing Company is now, and a gas station behind that on Second Street where Nova Motorcycles now sits.

Stevens says Second Street, which will soon be narrowed to slow traffic, ran through Unity Park, and remembers when there was a wading pool and a skating rink where the Unity parking lot is now.

Stevens went through the Montague public school system, including the old Central Street Elementary School which is now an early childhood education facility. He also attended the Franklin County Technical School

It goes without saying dust he has seen numerous changes in Montague's public works system during his tenure. In addition to taking over parks groundskeeping the DPW now oversees cleaning and lining the sewers The department will be requesting a new high-tech camera to assist in that work at the October 16 special town meeting.

Stevens' time at the public works department also coincides with the aging of old infrastructure, and worries about a changing climate. The department has recently dealt with repeated embankment collapses aloug Millers Falls Road, and flooding in downtown Millers Falls, both related to drainage challenges.

On the positive side, the depart-ment also has a large new facility on Turners Falls Road, replacing the much older and at-risk structure at the end of Avenue A.

Stevens did not give a precise date as to when he first became tree warden, but estimated that it was around "30 years ago," Despite some controversy six years ago around the removal of some hi toric "Klaiber Trees" - named after the former tree warden who planted them - Stevens has generally re-



From left to right: Mark Shavens recently joined his brothers Reggie and Butch in retirement

ceived high marks for his work

A Turners Falls "Tree Inventory published in November 2015 found that the local tree population generally lacked diversity, but was generally complementary of the town's "You guys are way ahead of other towns," said Mary Prius of the Franklin Regional Council of Govemments, adding that Stevens was doing a "fantastic job."

In recent years Stevens has been assisted by - and has had to navigate a new tree committee which has obtained hundreds of grant-funded trees, created a wood bank, and successfully pushed a new tree bylaw through town meeting. Stevens says he has "leamed a lot" by collaborating with the committee, particularly

from Michael Marcotrigia cently retired professor and director of the Smith College Botanic Gar-den who lives in Montague Center. Marcotrigiano has retired from the committee, but according to Stevens. "he's off, but he's on,

We shall see if the same will be said of Stevens when next summer rolls around.



Good bridges make good neighbors. Chastant Hill people meet each other at last Saturday's celebratios.

BRIDGE from page A1

over 50 people gathered to celebrate the replacement bridge.

A proclamation was read, the winning name in the vote for a name was announced, and the oldest resident. Bob Walker, and the vonness resident at four months old, cut the ribbon to open the bridge. The baby had some help from mon

The bridge was colorfully decorated, the official Chestrat Hill flag flew rather lumply from the guard rail and Day the horse was in her finest regulia. Two resident musi-clans played drain and saxophone to the enjoyment of all.

The soaring span was admired as it towered over the, um, raging trickle below that could be crossed

in a long stride. And 200-feet plus of guard rail will offer protection to the abutters' woodpile. The abutters live in the old former Chesmut Hill Schoolhouse, and the winning name was the Old Schoolhouse Bridge.

While probably as costly as the Boston Big Dig per Smoot (those of a certain Cambridge age will understand), fire trucks can now cross the streamlet without fear of crashing into the streambed.

New and old neighbors met and mingled, and surprising connections were discovered while muffins, scenes, eider, and coffee were enjoyed All in all, a fine time was had, one that brought neighbors out to celebrate the bridge

and togetherness.



PARK from page A1

"We'd like to thank the tenants and management of Powertown Apartments next door, and all the residents and businesses in downtown Turners, for having to live in a construction zone with noise, inconve-nience, and dust throughout these last 18 mouths," said Gina Govoni director of the Franklin County Regional Housing and Redevelopment Authority, which oversuse the park project on behalf of the town

A 1980s replica of a late 19th-century French sculpture, the Spinner was first instailed during the village's first streetscape improvement campaign as a tribute to the women who worked in the mills during



Trachable moments: Leonor: Alaniz brought a sprudle and filter to show how a real pre-industrial a earer would have practiced ber outs.

Turners Falls' industrial heyday.

Jack Nelson, the Canal Street sculptor who worked to refinbish the statue, because emotional as he said that it honored not only these historical women, but "the generations that

The statue followed a popular motif, River-Culture director Suzanne LoManto explained, of the three Fates of Greek mythology; she would have been "Clotho, a goddess that controls and weaves the thread of human life

"The Spinner has witnessed it all." I o-Manto told the audience: "a community working to regain a foothold in the modern economy while maintaining history, a sense place, and a rather unique identity.

Nina Rossi, a local artist and this newspaper's features editor, spoke briefly about the time capsule Nelson was about to insert into the statue's base. It contains photos of 40 local women and non-binary people standing on the empty pedestal holding symbols of their professions, and essays by ten imagining how those professions might have changed after 75 years, when the capsule is due to be opened.

Town planner Walter Runsey pointed out other features of the refurbished and rearranged park: metal leaves, draped over the edges of the stone benches to stymie skateboanlers; a set of bright red chairs which parkgoers may move around and will hopefully not disappear, and a brick circle, one of three the town plans to feature at downtown gathering spaces "in con-trust" to the village's gridded layout.

The park includes newly planted shrubs and trees, all of which Ramsey promised would grow.

"It's also the powerhouse and water supply for all of the downtown streetscape," he added. General contractors Sciaba Construc-

tion Corp, encountered a major unforeseen conduit when they began excavation, forcing delays as architects Berkshire Design Group redesigned the project accordingly.

At one point, the project also brought opposition from a group of downtown residents who complained that public input did not guide the design, and criticized the decision to move the statue from the center of the park to its rem-

The final feature Ramsey highlighted was a new plaque on the adjacent Powertown building bonoring Frank Abbondanzin, due former town administrator who spearheaded downtown streetscape Improvements throughout his 36-year career at town hall. Abbouldanzio retired in 2016 and died in 2018; his wife and children attended the event

"I will never have the opportunity to have as grand an impact as he had," Abbendanzio's successor, Steve Ellis, told the crowd.

Ellis credited the Montague selectboard with the idea to make the park project more elaborate and expensive than was first planued, "What really strikes me now is the process, and the moments that bring you here this atoment," he said. "It is for the future for people to decide what conversations they want to have in this park.... Everything that's going to happen in this park is going to come out of the imaginations, and the moments, of the people who live here,"

After the lifting of the tarp, many of the onlookers obeyed encouragement to crowd around the statue and peer at it more closely.

Local weaver Leonore Alaniz gave an im-prompto demonstration of how the spinner would have worked: holding a distaff winpped with flax in her left hand and spinning thread from it with her upsnetched right hand, from which would have been dangling a spindle.



Tie Spianer statue, with a distaff and spindle

"Several people thought the Spinner is a dancer," Alaniz told the Reporter, "The technique is still practiced worldwide, primarily today with wool, for recreational purposes but also as a life skill in rural villages.

As the gathering thinned out, one neighbor took a seat on a new bench with an old guitar and tested the park's acoustics,

"There are places I'll remem ber," he began, "all my life, though some have changed..."



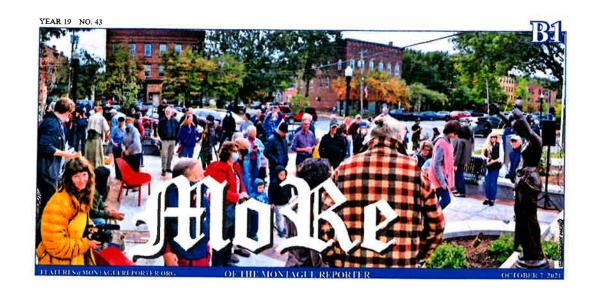
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a weekly secret message podcast











Selectboard Town of Montague

1 Avenue A Turners Falls, MA 01376

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

October 25, 2021

Mr. Mark Southard, Director
Division of Community Services
Department of Housing and Community Development
Commonwealth of Massachusetts
100 Cambridge Street – Suite 300
Boston, MA 02114

RE:

CDF G - G 2019 - Montague - 00845

Final Quarterly Report

Dear Mr. Southard,

As Chief Elected Official for the Town of Montague, I have reviewed and accepted the FY2019 Montague Community Development Block Grant's final quarterly report.

If you should have any questions please do not hesitate to contact Brian McHugh, Director of Community Development, Franklin County Regional Housing and Redevelopment Authority's (HRA) at 413.836.9781 x 125 or bmchugh@fcrhra.org, as administering agent for the above referenced grant.

Sincerely,

Richard Kuklewicz, Chairman Board of Selectmen

Cc:

Golnaz Tabatabai, Emily McLaughlin, DHCD

Brian McHugh, HRA



214 Millers Falls Road • Turners Falls, MA 01376 Telephone: (413) 863-9781

AUTHORIZATION TO DISBURSE No. 8

TOWN OF MONTAGUE FY19 (6C) SPINNER PARK RESTORATION PROJECT Contractor: Sciaba Construction Corporation 1801 Main Street Walpole, MA 02081-1433

Date: October 25, 2021

Original Contract Amount:	\$282,200.00
Addenda	24,942.26
Total Contract	307,142.26
Total Paid to Date:	291,785.15
Balance:	15,357.11
This Invoice:	15,357.11
Balance:	(0.00)

Work Items Complete:

See attached Application & Certification for Payment for period to: 09/30/21	FY2019 CDBG
oce attached Application & Certification for Payment for period to: 09/30/21	\$15,357.11

I have reviewed this invoice on <u>September 30, 2021</u> and found that the tasks have been completed, as noted. I recommend approval of this pay request for \$ 36,185.50.

Director of Community Development – HRA

I hereby authorize the above payment

TOWN of MONTAGUE

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				Liftmman	y Leydis Pi Notary Public wealth of Massa in Expires June		l		1				
AIA DOCUMENT G702 PAGE 1 OF 4 PAGES APPLICATION NO: 8		NO: FY 19 CDBG	CONTRACT DATE:	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.	CONTRACTOR: By: Date: 9/8/2/	State of MOSSOChuserths Subscribed and swom to before perfus Notary Public: No. 100 100 100 100 100 100 100 100 100 10	ARCHITECT'S CERTIFICATE FOR PAYMENT In secondance with the Contract Documents, based on on-site observations and the data computising the application, the Architect certifies to the Owner that to the house of the	Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNI CERTIFIED.	AMOUNT CERTIFIED	Application and on the Continuation Sheet that are changed to conform with the amount certified,) ARCHITECT:	By:	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract	THE AMERICAN INSTITUTE OF APOYTECTS, 1755 NEW YORK AVE. IN W., WASHINGTON, DO 2000-5252
CATION FOR PAYMENT PROJECT:	Spinner Park Restoration One Avenue A, Tumer Falls, MA FY 19 CDBG VIA A DOTHURD CTP.	The Berkshire design grouping 4 Allen Place Northampton, MA 01060	ON FOR PAYMENT		\$ 282,200,00 \$ 24,942.26 \$ 307,142.26 \$ 307,142.26	80.00	\$ 0.00 \$ 307,142.26	\$ 291,785.15 \$ 15,357.11 \$ 0.00		\$24,942.26		\$24.942.26	AYMENT - 1982 EDITION - AIA - \$1882
APPLICATION AND CERTIFICATION FOR PAY TO OWNER: PROJECT:	Town of Montague One Avenue A Tumer Falls, MA 01376 FROM CONTRACTOR:	Sciaba Construction Corporation The Berks 1801 Main street Walpole, MA-02081 CONTRACT FOR SPINNIED DADE DESCRIPTION	CONTRACTOR'S APPLICATION FOR PAYMEN	Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.	1. ORIGINAL CONTRACT SUM 2. Net change by Change Orders 3. CONTRACT SUM TO DATE (Line 1 ± 2) 4. TOTAL COMPLETED & STORED TO DATE (Column Gon G703) 5. RETAINAGE.	2. 0 % of Completed Work \$ (Column D+ Eon G703) b.	Cotal in Column J of G703) 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	1. LESS PREVIOUS CERLIFICATES FOR PAYMENT (Line 6 from prior Certificate) 8. CURRENT PAYMENT DUE 9. BALANCE TO FINISH, INCLUDING RETAINAGE	(Lme 3 less Line 6) CHANŒ ORDER SUMMARY	Total changes approved in previous months by Owner	TOTALS	NET CHANGES by Change Order	AIA DOCLAMENT GRZZ - APPLICATION AND CERTIFICATION FOR PAYMENT - 1922 EDITION - AIA - 61622

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	Sub-total	\$49,800.00	\$49,800.00	80.00	20.00	\$49,800.00	100.00%	80.00	\$0.00	_
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	Silk sacks	\$500.00	\$500.00	00 03	000	6				_
	Sawcutting	\$2,000,00	\$2,000,00	00.05	00.00	00.000	100.00%	\$0.00	\$0.00	_
	Disconnect Power, Lights & Poles & Stockpile	\$1,000.00	\$1,000,00	00 0\$	00.00	\$2,000,00	100.00%	\$0.00	00 0\$	_
	Remove & Store Site Furnishings	\$2,000 00	\$2,000.00	80.00	20.00	\$2,000,00	100.00%	0000	\$0.00	_
	Remove & Dispose Light Poles	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000,00	100.00%	00.04	00'08	
	Remove & Dispose Bituminous Concrete	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000,00	100.00%	\$0.00	20.00	_
	Remove & Dispose Retaining Walls	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000 00	100 00%	\$0.00	20.03	_
	Remove & Dispose Existing Concrete Sidewalk	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$0.00	
	Cut & Remove Trees	\$1,500.00	\$1,500.00	80.00	\$0.00	\$1,500.00	100.00%	\$0.00	80.00	_
	Remove & Dispose Misc, Site Items	\$1,500.00	\$1,500.00	80.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$0.00	_
	Protect Existing Sculpture & Plaque	\$3,000,00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$0.00	_
	Sub-total	\$27,500.00	\$27,500.00	80.00	80.00	\$27,500.00	100.00%	\$0.00	80.00	
31-5001	11 Excavation, Filling & Grading									
	Strip & Stockpile Topsoil	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4 000 00	100 00%	00.00	0000	_
	Exterior rough grading, cutting & filling	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	00.04	00.04	
	Furnish & Install gravel for footings	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	00.04	
	Sub-total	\$11,500.00	\$11,500.00	20.00	\$0.00	\$11,500.00	100.00%	00.03	80.00	_
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32-1216	_								
	Furnish & Install Gravel Base	\$1,000.00	\$1,000.00	\$0,00	\$0.00	\$1,000,00	100.00%	00'08	0000
	r minsn & install Bituminous Concrete Paving	\$2,000.00	\$2,000.00	\$0,00	\$0.00	\$2,000.00	100,00%	20.03	80.00
	Sub-total	\$3,000.00	\$3,000,00	\$0.00	80.00	\$3,000.00	100.00%	80.00	80.00
32-130(_								
	Furnish & Install form work	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1.500.00	100 00%	000	6
	Fumish & Install Rebar & wire reinforcement	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$1,200.00	100.00%	00.08	20.00
_	Furnish & Install Joint Sealants & Expansion Joints	\$1,300,00	\$1,300.00	\$0.00	\$0.00	\$1,300.00	100.00%	\$0.00	20.00
		\$2,000,00	\$2,000.00	\$0.00	\$0.00	\$2,000,00	100.00%	\$0.00	80.00
	Sub-fotal	86,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100.00%	\$0.00	20.00
32-1313									
	Furnish & Install form work	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	80.00	00 03
	Furnish & Install reinforcement and dowels	\$3,000.00	\$3,000,00	\$0.00	\$0.00	\$3,000.00	100.00%	80.00	\$0.00
	Furnish & Install Concrete	\$1,500,00	\$1,500,00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$0.00
	Furnish & Install Expansion & Isolation Joints	\$3,000,00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	80.00
	Sub-total	\$3,000,00	\$3,000.00	\$0.00	\$0.00	\$3,000 00	100 00%	\$0.00	\$0.00
		000000000000000000000000000000000000000	nn'nnc'ere	\$0.00	20.00	\$15,500.00	100.00%	20.00	80.00
32-1400									
	Fumish & Install Setting Bed	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000 00	100.00%	\$0.00	80.00
	Furnish Pavers	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$0.00
		\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000,00	100.00%	\$0.00	\$0.00
30-2000		\$27,000.00	\$27,000.00	20.00	\$0.00	\$27,000.00	100.00%	\$0.00	80.00
7	Furnish & Install Construction Sign	\$1.600.00	\$1,600.00	90 0	000	6			
	Furnish 6' Benches	83 800 00	\$3 800 00	0 0	0000	\$1,500,00	100,000%	20.00	20.00
	Install 6' benches	\$1 200 00	\$1,200.00	00.04	20.00	\$3,800.00	100.00%	00 0\$	\$0.00
	Furnish 8' Benches	\$3,800.00	00002,12	0000	00.00	\$1,200.00	%00.001	\$0.00	\$0.00
	Install 8' Benches	\$1,200,00	\$1,200,00	00.04	00.08	\$3,800.00	100.00%	\$0.00	80.00
	Furnish Granite Seat wall blocks & Granite Curb	\$48,000.00	\$48,000.00	00.08	00.04	\$1,200.00	100.00%	20.00	\$0.00
	Sub-total	\$59,600.00	\$59,600.00	20.00	\$0.00	\$59,600,00	100.00%	20.00	00.08
	SHEET TOTAL	\$199,900.00	\$199,900.00	\$0.00	80.00	\$199,900.00	100.00%	\$0.00	\$0.00

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AA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

8/31/21

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

PAGE 4 OF 4 PAGES

AIA DOCUMENT G703

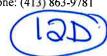
4	В		ວ	D	þ	¢		ŀ		
ITEM	M DESCRIPTION OF WORK		SCHEDULED	WORK COMPLETED		S. C.	5	#		J
ON			VALUE	FROM PREVIOUS	To a man of the	MATERIALS	TOTAL	%	BALANCE	RETAINAGE
				A PPI ICA WON	THIS PERIOD	PRESENTLY	COMPLETED	(G+C)	TO FINISH	(IF VARIABLE
				AFFECATION		STORED	AND STORED		(C - G)	RATE
				(D + E)		(NOT IN	TO DATE			
	Balance Forward		6100 000 00	000000000000000000000000000000000000000		D OR E)	(D+E+F)			
			00,000,0016	\$199,900.00	\$0.00	\$0.00	\$199,900.00	100,00%	80.00	\$0.00
	Install Granite Seat wall & Granite curb		\$3 900.00	83 900 00	6	c c				
	Fumish Decorative Anti-Skate Guard		00 000 03		00.00	20.00	\$3,900,00	100.00%	\$0.00	\$0.00
	The state of the s		\$2,000,00	\$2,000,00	\$0.00	\$0.00	\$2,000.00	100 00%	\$0.00	20.00
	Install Decorative Anti-Skare Guard		\$1,000,00	\$1,000,00	\$0.00	\$0.00	\$1,000.00	100 00%	0003	0000
	Furnish Trash Receptacles		\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000,00	100.00%	0000	00.04
	Install Trash Receptacle		\$1,200.00	\$1,200.00	80 00	\$0.00	\$1 200 00	100.00%	00.04	20.00
	Reinstall Plaque		\$1,200,00	\$1,200.00	\$0.00	20.00	\$1,200.00	100.00%	20.00	\$0.00
	Reinstall base for sculpture		\$1,600,00	\$1,600,00	\$0.00	00 US	\$1,600,00	100,00%	00.00	00.04
	Furnish & Install Hose Bib		\$1,000.00	\$1,000,00	20 00	00 03	21,000,00	100.00%	20.00	\$0.00
		Sub-total	\$15,900.00	\$15,900.00	80.00	00'00	21,000,00	100.00%	20.00	20.00
						30.00	915,900,00	100.00%	80.00	\$0.00
32-9300										
	Furnish & Install Loam & Fertilizers		\$4,400,00	\$4,400,00	\$0.00	\$0.00	\$4 400.00	100.00%	00 03	000
	Furnish Plants		\$10,000,00	\$10,000.00	\$0.00	20.00	\$10,000,00	100.00%	00.02	\$0.00
	Install Plants		\$6,000.00	\$6,000,00	\$0.00	00.08	\$6,000,00	100.00%	20.00	20.00
		Sub-total	\$20.400.00	\$20 400 00	00 03	0000	00,000,00	100.00%	00.04	20.00
					00*00	20.00	\$20,400.00	100.00%	80.00	\$0.00
33-4100										
	Fumish & Install drainage pipe		\$2,000.00	\$2,000.00	\$0.00	00 08	\$2,000,00	100.00%	000	0
	Fumish & Install drain structures		\$2,000 00	\$2,000,00	00 08	00'09	22,000,00	100.00%	\$0.00	20.00
	Furnish & Install fittings & Bends		\$3,000,00	63 000 00	0000	00'08	\$2,000.00	100.00%	20 00	\$0.00
	Firmish & Install Castings		22,00,00	00,000,00	00.04	20,00	\$3,000,00	100.00%	\$0.00	\$0.00
	The drainage another		00.000.10	00.000,14	20.00	20.00	\$1,500.00	100 00%	\$0.00	\$0.00
	ाट्या विकास के अंशिया		\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$0.00
		Sub-total	\$10,000.00	\$10,000.00	\$0.00	80.00	\$10,000.00	100.00%	\$0.00	80.00
26-1000	od Site Electrical									
	Furnish & Install new Panel boards		\$2,000.00	\$2,000,00	80.00	80.00	\$2,000,00	100.00%	000	0
	Furnish & Install new feeders		\$2,000,00	\$2,000,00	80.00	00 08	\$2,000,00	100.00%	00.09	20.00
	Furnish & Install new junction boxes		\$3,500.00	\$3,500,00	\$0.00	20.00	\$3 500 00	100 00%	00.08	20.00
	Furnish & Install Light bollards		\$12,000,00	\$12,000.00	00 0\$	0003	000000000000000000000000000000000000000	100.00%	00.00	00.04
	Furnish & Install Light poles		\$12,000.00	\$12,000,00	00.08	0000	\$12,000,00	100.00%	20.00	\$0.00
	Firmish & Install sleaves honcers and miss. Bandanes		22 000 00	000000000000000000000000000000000000000	0000	00.04	\$17,000,00	00.001	20.00	\$0.00
	Furnish & Install May of Exercise and Illist, Floducts		0000000	\$3,000,00	\$0.00	80.00	\$3,000.00	100 00%	\$0.00	\$0.00
	Testing 9. Western New Scil Contained meter socket		\$200.00	\$500,00	\$0.00	\$0.00	\$500,00	100 001	\$0.00	\$0.00
	1 coung & wantany		\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000,00	100.00%	\$0.00	\$0.00
		Sub-total	\$36,000.00	\$36,000.00	\$0.00	80.00	\$36,000.00	100.00%	80.00	80.00
	Grand Total		\$282,200.00	\$282,200.00	80.00	80.00	\$282,200,00	100.00%	20.00	20.00
								100,000	20,00	30.00

	8 11 11			(IF VARIABLE	RATE)		\$0.00	\$0.00		\$0.00
PAGE 5 OF 5 PAGES	8 8/31/21 7/20/21		DAT ANOTE	TO FINISH	(C - G)		\$0.00	\$0.00		80.00
	APPLICATION NO: PLICATION DATE: PERIOD TO: CT'S PROJECT NO:	2	6	(O÷0)			100.00%	100.00%	F	100.00%
	APPLICATION NO: APPLICATION DATE: PERIOD TO: ARCHITECT'S PROJECT NO:	٣	TOTAL	COMPLETED	AND STORED	TO DATE (D+E+F)	\$282,200.00	\$24,942,26		\$307,142.26
VT G703		Ĺ	MATERIALS	PRESENTLY	STORED	(NOI IN DORE)	\$0.00	\$0.00		\$0.00
ALA DOCUMENT G703		ш		THIS PERIOD			80.00	\$0.00		80.00
		D	WORK COMPLETED	FROM PREVIOUS	AFFLICATION (D + E)		\$282,200.00	\$24,942.26		\$282,200,00
bu.	29	O O	SCHEDULED	VALUE			\$282,200.00	\$24,942.26		\$307,142.26
CONTINUATION SHEET Ald Document G702, APPLICATION AND CHRITICATION FOR PAYMENT containing	Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.	8	DESCRIPTION OF WORK			Polower Power -1	Daiduce for ward	Change Order # 1 Bectric Line Protection		TOTAL
AIA Docu	Contractc In tabulat Use Colur	A	NO NO	0				н		



FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY

214 Millers Falls Road • Turners Falls, MA 01376 Telephone: (413) 863-9781



AUTHORIZATION TO DISBURSE No. 15 Invoice # 2019-135-16 TOWN OF MONTAGUE FY19 (6K) SPINNER PARK RESTORATION PROJECT Contractor: Berkshire Design Group. Inc. 4 Allen Street

4 Allen Street Northampton, MA 01060

Date: September 30, 2021

Original Contract Amount:	11,000.00
Addenda	6,500.00
Total Contract	17,500.00
Total Paid to Date:	16,830.68
Balance:	669.32
This Invoice:	669.32
Balance:	-

Work Items Complete:

See attached invoice #2019-135-16 dated: June 15, 2021	FY2019 CDBG
	\$669.32

I have reviewed this invoice on <u>September 30, 2021</u> and found that the tasks have been completed, as noted. I recommend approval of this pay request for \$ 669.32

Bruth

Director of Community Development - HRA

I hereby authorize the above payment

TOWN of MONTAGUE

Authorized signature Chair, Selectboard

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Authorized signature Selectboard



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

INVOICE # 2019-135-18

August 6, 2021

Project No: 2019-135

Town of Montague Planning Dept.

Attn: Mr. Brian Mchugh 241 Millers Falls Rd.

Turners Falls, MA 01376

Re: Spinner Park Bidding & Construction Administration

For professional landscape architectural, civil engineering and land surveying services listed below for the period July 1, 2021 to July 31, 2021:

Email Invoices To: bmchugh@fcrhra.org

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Construction Documents	\$11,000.00	100.00%	5.00%	\$550.00
Additional Services - Electric	\$3,500.00	100.00%	0.00%	\$0.00
Additional Services - Electric II	\$3,000.00	100.00%	0.00%	\$0.00
	\$17,500.00			
Subtotal Task Charges				\$550.00
INVOICE TOTAL			- Hillian - Little	\$550.00

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

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

Statement of Accounts

Involce	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
2019-135-5	4/10/2020	\$0.00	\$0.00	\$0.00	(\$0.04)	(\$0.04)
2019-135-15	5/11/2021	\$0.00	\$0.00	\$0.04	\$0.00	\$0.04
2019-135-17	7/1/2021	\$0.00	\$550.00	\$0.00	\$0.00	\$550.00
Total Prior Billing	(= 7)	\$0.00	\$550.00	\$0.04	(\$0.04)	\$550.00

Total Due \$1,100.00

Pay Contract \$669.32

Falance of the

CERTIFICATE OF FINAL COMPLETION

PROJECT: Spinner Park Restoration Project; Avenue A, Turners Falls, MA

CONTRACTOR: Sciaba Construction Corporation

CONTRACT DATE: March 30, 2020

DATE OF FINAL COMPLETION: September 30, 2021

FINAL CERTIFICATION OF CONTRACTOR

I hereby certify that the work as identified in the Final Payment Request dated, August 31, 2021, for contract work for the Spinner Park Restoration Project; Avenue A, Turners Falls, MA, represents full compensation for the actual value of work completed. All work completed conforms to the terms of the Agreement and authorized changes. The guarantee for all work completed, including that work which was completed subsequent to the date of substantial completion, expires one (1) year from the date of the final payment (see: Maintenance and Guarantee in the General Conditions - Article 12 of said Contract.)

CONTRACTOR

	Signature Selectboard
:ETAO	OWNER: TOWN OF MONTAGUE
§ 8	Signature Signature
DATE	TANDSCAPE ARCHITECT: BERKSHIRE DESIGN GROUP
	Signature Director of Community Development
:TAD	GRANT ADMINISTRATOR: FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY
I, as representative of the Owner amount of \$15,357.11	accept the above Final Certifications and authorize final payment in the
	FINAL ACCEPTANCE OF OWNER
	——————————————————————————————————————
:3TAQ	======================================
	Sciaba Construction Corporation



Office of the Selectboard

Town of Montague

One Avenue A Turners Falls, MA 01376



Phone (413) 863-3200 ext. 108 FAX (413) 863-3231

October 20, 2021

Michael Kane Eversource Community Relations Specialist Delivered by Email

Dear Mike,

As you are aware, the Town of Montague has welcomed the Dell Substation Upgrade and other projects intended to enhance the capacity and reliability of the Town's electricity distribution infrastructure. At the same time, our Selectboard has repeatedly emphasized the need for – and received assurances regarding the – prompt removal of "double" poles, left in the wake of installation of new poles in our community. The focus on this issue stems directly from past experience that has shown the utility does not prioritize removal of these structures.



Over the course of more than a year of explanations and assurances, we find that Eversource has not worked effectively with its industry partners to ensure that lines are being transferred and poles are being removed in a timely fashion. This inaction carries not only aesthetic impacts, but also can cause conflict with other projects, as evidenced by the accompanying photo. While this issue is in the process of being resolved, the underlying issue remains that Eversource has shown insufficient commitment to removing double poles in a timely fashion.

The Montague Selectboard requests an update from the engineers or other staff responsible for the project or projects that have resulted in orphaned poles throughout the community at its next regular meeting on October 25th. The goal is to understand exactly what the plan and timeline is for ensuring they are removed in the coming weeks. The board's meeting begins at 6:30pm. The meeting agenda and remote access information will be posted on the <u>Town Calendar</u> by COB Thursday.

Respectfully,

Steve Ellis
Town Administrator

Cc: Selectboard

Tom Bergeron, Montague DPW Superintendent



TOWN OF MONTAGUE APPLICATION FOR AN ENTERTAINMENT LICENSE SPECIAL AND REGULAR

Date of Application	on: 10/21	ا ک Date	Approved:	Fee	:
To the Local Lice The undersigned I during the followi	respectfully appl	ies for an Entertainme 10/31/21	ent License for daily o	peration, calendar year 20_	21
Sunday	from: 1	to: 4	Thursday	from: to:	
Monday	from:	to:	Friday	from: to:	
Tuesday	from:	to:	Saturday	from; to:	
Wednesday	from:	to:	Legal Holiday	from: to:	
This is a "special of		ermit" request?		(yes	{ no
This is an annual r	renewal?			{ yes	(no)
				TELEPHONE: 761-49	
2. D/B/A: <u>UNIT</u>	YPARK	community	GARDEN GR	CAT FALLS APPL	c corps
3. PREMISES: VI	VITY PAR		BUSINESS PH	ONE: NA	
4. The specific car	tegories of licen	sed entertainment sou	ght to be approved are	:	
	Radio	_ Jukebox	Video Jukebox	Pinball Machine	es
	Wide Screen TV	/ Television/	CablePool T	ables	
Dancing Instrumer Live Voc Exhibitio Trade She Athletic F Play Readings	by patrons ntal Music salists n ow Event of Poetry or oth	number of number of number of type type type type	rinstruments & amplific persons/type of show	Type: { Video or { Keno	
Alcohol to be serve Applicant Signatur ***********************************	area to be used: cd: NA re e*********************************	Allowed: Garden t ~ 60 x G of parking le	t E USE ONLY*****	ng: <u>VCS AT UNITY P</u>	ARIL
Board of F	-lealth	Date	Fire De	epartment, Chief	Date
Police Der	partment Chief	Date	Board A	of Selectmen Chairman	Date