

MONTAGUE SELECTBOARD MEETING
VIA ZOOM
Monday, August 8, 2022

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/88510585052>

Meeting ID: 885 1058 5052 **Password:** 488169 **Dial into meeting:** **+1 646 558 8656**

Topics may start earlier than specified, unless there is a hearing scheduled
Meeting Being Taped **Votes May Be Taken**

- 1. 6:30 PM** Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve minutes of July 18 and August 3, 2022 (if available)
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. 6:33 Deb Bourbeau, Town Clerk
 - Execute 2022 State Primary Warrant
5. 6:37 Jon Dobosz, Director of Parks & Recreation
 - Registration for Assembly, Use of Public Property-First Street, Montague Soap Box Races, September 18, 2022, 7:00 AM to 6:00 PM
 - Registration for Assembly, Use of Public Property-Montague Center Village Common & Streets, Annual Sawmill River 10K Run, October 8, 2022, 7:00 AM to 2:00 PM
6. 6:42 Melanie, Zamojski, COVID Updates
 - Review of COVID case counts and trends
 - Upcoming COVID-19 Vaccination & Booster Clinics
7. 6:52 Personnel Board
 - Appoint Adam Kleeberg, CWF Lead Operator (formerly Operator), UE Grade E, Step 2, \$23.22/hr, Effective August 8, 2022
 - Appoint Rebecca J. Sabelawski, 12 Meadow Road to fill the position vacated by Paul Emery on June 1, 2022 until the next Town election on May 16, 2023
 - Appoint Walter Ramsey, Franklin Regional Planning Board – Selectboard Rep., 1 year until June 30, 2023 (missed during annual appointments)
8. 7:00 Brian McHugh, FCRHRA
 - Authorization to Disburse, Payment #7, to Berkshire Design Group for FY20 Montague Avenue A Streetscape Bidding and Construction Administration, \$6,895
 - Authorization to Disburse, Payment #8, to Berkshire Design Group for FY20 Montague Avenue A Streetscape Bidding and Construction Administration, \$1,970
 - Authorization to Disburse, Payment #1, to Berkshire Design Group for FY21 Montague Avenue A Streetscape Phase III Continuation Bidding & Construction Administration, \$2,640

Montague Selectboard Agenda
VIA ZOOM
Monday, August 8, 2022
Page 2

9. 7:10 Walter Ramsey, Town Planner
- Execute FY23, 24 MVP Action Grant Agreement for Comprehensive Plan Phase II (\$80,000)
 - Green Communities FY22 Grant Progress Update
 - Announce MassDOT Small Bridge Program grant to design rehabilitation or replacement of the Swamp Road Bridge over Goddard Brook
 - Brownfields Program Updates (11 Power Street, First Street, 20 Canal Road)
 - 5th Street Project Updates
10. 7:30 Jeff Singleton, FRTA Representative
- FRTA Weekend Fixed Route Discussion
11. 7:40 CD Development Discretionary: Authorization to transfer \$2,000 from CD Discretionary Unallocated (225-5-184-5200) to CD Shea Theater Maintenance (225-5-184-5240)
12. 7:45 Town Administrator's Business
- Execute Agreement with Wright Pierce for On-Call Engineering Services
 - Legislative Update:
 - Montague FY23 Budget Earmarks Approved (H 5050)
 - ARPA Update and Next Step for Spending Plan
 - Topics not anticipated in the 48 hour posting
13. 8:00 Executive Session under G.L. c.30A, §21(a)(3) to discuss strategy with respect to Collective Bargaining (NAGE, UE and NEPBA), Votes may be taken

OTHER:

Next Meeting: Selectboard, Monday, August 22, 2022 at 6:30 PM via ZOOM

COMMONWEALTH OF MASSACHUSETTS

WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

4

WARRANT FOR 2022 STATE PRIMARY

Franklin, SS.

To the Constables of the Town of Montague:

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at:

Precinct No. 1, the Montague Center Precinct, the Montague Center Fire Station, 28 Old Sunderland Road, Montague Center; Precinct No. 2, the Millers Falls Precinct, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls; Precinct No. 3, the upper hill section of Turners Falls, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls; Precinct No. 4, the second level of Turners Falls, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls; Precinct No. 5, downtown section of Turners Falls, The Senior Center, 62 Fifth Street, Turners Falls; Precinct No. 6, the South End and Montague City Precinct, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls

On **TUESDAY, THE SIXTH DAY OF SEPTEMBER, 2022**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

GOVERNOR	For this Commonwealth
LIEUTENANT GOVERNOR	For this Commonwealth
ATTORNEY GENERAL	For this Commonwealth
SECRETARY OF STATE	For this Commonwealth
TREASURER	For this Commonwealth
AUDITOR	For this Commonwealth
REPRESENTATIVE IN CONGRESS	For SECOND DISTRICT
COUNCILLOR	For EIGHTH DISTRICT
SENATOR IN GENERAL COURT	For HAMPSHIRE, FRANKLIN & WORCESTER DISTRICT
REPRESENTATIVE IN GENERAL COURT	For FIRST FRANKLIN DISTRICT
DISTRICT ATTORNEY	For NORTHWESTERN DISTRICT
SHERIFF	For FRANKLIN COUNTY

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of _____, 2022.

Richard J. Kuklewicz

Christopher M. Boutwell

Matthew Lord

Selectboard of: Montague

Pursuant to the within warrant, I have warned the inhabitants of the Town of Montague, by posting attested copies of the same in a conspicuous place in each of the Post Offices, Libraries, and the Town Hall of the Town of Montague at least seven days before said meeting as within directed.

Constable

_____, 2022.
Month & Day



Board of Selectmen Town of Montague

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

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

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

Name of applicant: Jon Dobosz, Director of Parks & Recreation

Address of applicant: 56 First St., Turners Falls, MA 01376

Phone # of applicant: 863-3216

Name of organization: Montague Parks & Recreation Department

Name of legally responsible person: Town of Montague

Location of assembly: First St., Turners Falls, MA

Date of assembly: Sunday, September 18, 2022

Time of assembly: Begin: 7:00am End: 6:00pm

Number of expected participants: 50 racers; 1,000-2,000 spectators

If a procession/parade:

Route: _____

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: Montague Soap Box Races

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

*****Signatures:*****

Police Chief: [Signature] Date: 7-28-22

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

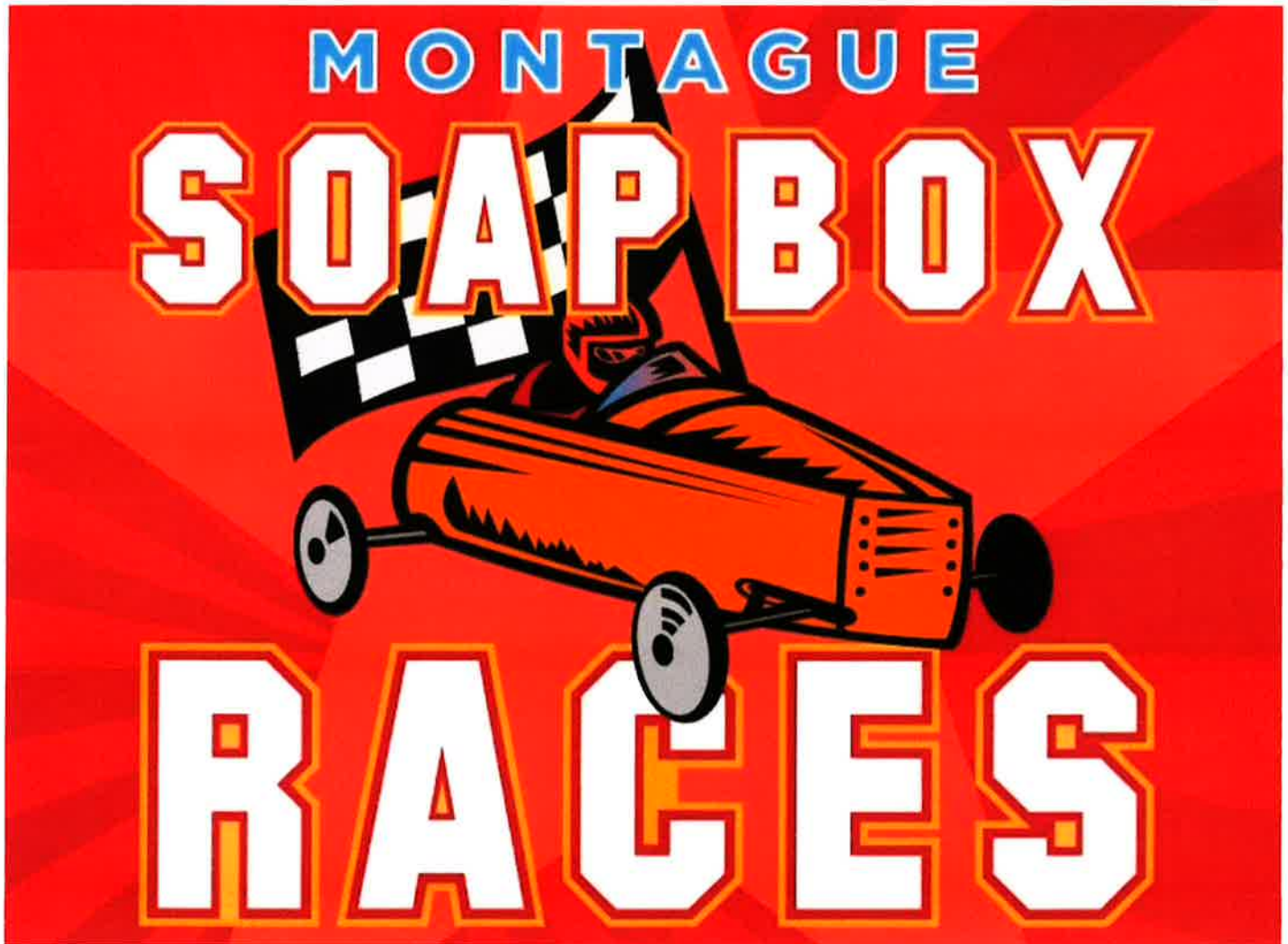
On Sunday, September 18, 2022, Montague Parks & Recreation, in partnership with Montague WebWorks, Nova Motorcycles, and other essential cohorts, will be holding Montague's annual Soap Box Races. This is a timed event, where participants will be in either three- or four-wheeled, self-propelled carts going down the First Street hill in Turners Falls. The race will take place along First Street, starting from the hill and proceeding to the three-way intersection. Set-up for the race will begin at 7:00am on the 18th, prompting the closure of First St. until after clean-up/break-down, which should be completed at approximately 5:00pm. Traffic barriers will be placed at both ends of the course, blocking vehicular traffic. The main parking lot at Unity Park will be open for race carts, and handicap vehicle parking only. The parking area adjacent to the basketball courts will be open for vendors. Hay bales will also be placed at various stretches along the track to prevent race carts from running off course. Food vendors will be directed to meet Health Department application deadlines and standards. Event announcers will be located in the dirt parking lot on the North side of First St., and a PA system will be used throughout the event. Emergency medical personnel will be present during the racing portion of the event. We anticipate approximately 50 racers between the ages of 8 and 80, in addition to 1,000 – 2,000 spectators. Event parking will take place throughout downtown Turners Falls. Trash and recycling will be coordinated with the Town's Department of Public Works. A rain date is scheduled for Sunday, September 20. This event is a major fundraiser for MPRD's Sponsor-A-Child Scholarship Program.

Additional Comments:

VOLUNTEERS NEEDED!

For the morning, afternoon or all day if you wish.

If you're interested, call Jon @ x. 3216.



Sunday, September 18

Unity Park

Races begin at Noon



Montague Soapbox

Races;

As American as

Uncle Sam....

and Apple Pie!





Board of Selectmen Town of Montague

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

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

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

Name of applicant: Jon Dobosz

Address of applicant: 56 First St., Turners Falls, MA 01376

Phone # of applicant: 863-3216

Name of organization: Montague Parks & Recreation Department

Name of legally responsible person: Town of Montague

Location of assembly: Montague Center Village Common & Streets/Roads (see attached)

Date of assembly: Saturday, October 8, 2022

Time of assembly: Begin: 7:00am End: 2:00pm

Number of expected participants: 200

If a procession/parade:

Route: _____

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: Annual Sawmill River 10K Run

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

*****Signatures:*****
Police Chief: [Signature] Date: 7-28-22

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

On Saturday, October 8, 2022, Montague Parks & Recreation will be holding their Annual Sawmill River 10K Run. The Sawmill Run is a USA Track & Field (USATF) sanctioned road race that attracts approximately 150 – 200 runners every New Years Day. The entire race route will take place in the village of Montague Center, and will be a distance of 6.2 miles. The Parks & Recreation Department utilizes this event as a major fundraiser for its Sponsor-A-Child Scholarship Program.

MPRD will be utilizing the Montague Common Hall as its central location; registration, communication, food service, award presentations, and possible entertainment. The race will begin at 10:00am near the Montague Center Town Common (Center St.), and will follow a route that includes Greenfield Rd, Ferry Rd., South Ferry Rd., Meadow Rd., Old Sunderland Rd., and Main St. (map included). Race day registration will begin at 9:00am, so runners and volunteers will start to arrive around 8:00am. Between runners, volunteers and spectators, there may be well over 200 people in the village common area at one time.

Additional Comments:

A few minutes prior to the starting signal, vehicular traffic traveling south on Turners Falls Rd. (after coming over the railroad bridge) will either be diverted down Swamp Rd. or Depot St. by a police officer. Said diversion will take approximately 5 – 10 minutes, then the road will re-open for regular vehicular traffic. Food needing to be cooked will be done so at the First Congregational Church kitchen across the common in Montague Center. It will then be transported over to the Common Hall. All food and beverage served is included in the entrance fee of the race. Alcohol will not be served during the event. The race route will also be treated with sand prior to the race.

COVID-19 Vaccination & Booster Clinics



Click a location below to register online

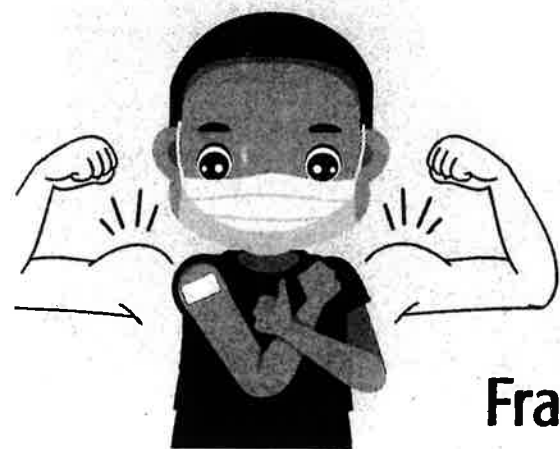
Thurs. 8/4	4-7pm	<u>Mohawk Trail Regional School</u>
Tues. 8/24	9am-12pm	<u>Federal Street Elementary, Gfld</u>
Tues. 8/24	3-6pm	<u>Sheffield Elementary, Turners Fls</u>
Thurs. 8/25	3-6pm	<u>Gill Elementary</u>
Fri. 8/26	3:30-6:30pm	Deerfield Elementary (no link)

Register online at: frcog.org/covid or click on a location above. Walk-ins welcome. All vaccines are at no cost to you. Please bring a valid ID and, if you have them, vaccination and insurance cards.

Age eligibility:

- 6 months & up for vaccination
- 5 years & up for boosters

More info: mass.gov/covid-19-vaccine



Franklin Regional Council of Governments

7A

Town of Montague Personnel Status Change Notice

Authorized Signature: _____

Employee # 1905

General Information:

Full name of employee: Adam Kleeberg Department: CWF

Title: Lead Operator Effective date of change: 8/08/2022

New Hire:

Permanent: Y N If temporary, estimated length of service:

Hours per Week: Union:

Pay: Grade Step Wage Rate: (annual/ hourly)

Board Authorizing: Date of Meeting:

Grade/Step/COLA Change:

Union: UE

Old Pay: Grade D Step 3 Wage Rate: 22.06 (annual/hourly)

New Pay: Grade E Step 2 Wage Rate: 23.22 (annual/ hourly)

Notes: Successful bid on internal open position

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	_____ Board of Selectmen
_____ Treasurer	_____ Accountant	_____ Retirement Board



MONTAGUE BOARD OF ASSESSORS
ONE AVENUE A, TURNERS FALLS, MA 01376
413-863-3200 x118

Ann C. Cenzano, *Chairman*

Ann E. Fisk

Karen M. Tonelli, MAA
Director of Assessing

July 20, 2022

Montague Selectboard
1 Avenue A
Turners Falls, MA 01376

RE: Vacancy on Board of Assessors

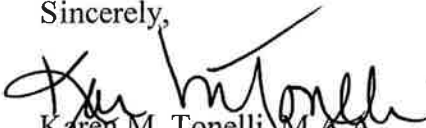
Dear Selectboard:

As you may know, Paul Emery, who served on the Board of Assessors for 24 years, resigned on June 1, 2022. Paul was an integral part of the assessing department and he will be greatly missed at our meetings. This decision was necessary due to his relocating to Greenfield.

After receiving two letters of interest, the Board of Assessors voted at their recent meeting to recommend Rebecca J. Sabelawski of 12 Meadow Road, Montague MA to fill the position until the next town election.

If you wish to have Rebecca and the Board members present at your next meeting, please let me know.

Sincerely,


Karen M. Tonelli, M.A.A.
Director of Assessing

Part I ADMINISTRATION OF THE
GOVERNMENT

Title VII CITIES, TOWNS AND DISTRICTS

Chapter OFFICERS AND EMPLOYEES OF
41 CITIES, TOWNS AND DISTRICTS

Section APPOINTMENT TO FILL VACANCY
11 IN TOWN OFFICE

Section 11. As used in this section, the term "vacancy" includes a failure to elect. If a vacancy occurs in any town office, other than the office of selectman, town clerk, treasurer, collector of taxes or auditor, the selectmen shall in writing appoint a person to fill such vacancy. If there is a vacancy in a board consisting of two or more members, except a board whose members have been elected by proportional representation under chapter fifty-four A, the remaining members shall give written notice thereof, within one month of said vacancy, to the selectmen, who, with the remaining member or members of such board, shall, after one week's notice, fill such vacancy by roll call vote. The selectmen shall fill such vacancy if such board fails to give said notice within the time herein specified. A majority of the votes of the officers entitled to vote shall be necessary to such election. The person so appointed or elected shall be a registered voter of the town and shall perform the duties of the office until the next annual meeting or until another is qualified.

7C

Name: RAMSEY, Walter

MONTAGUE APPOINTED OFFICIAL

NAME:

Walter Ramsey

DATE:

8/8/2022

COMMITTEE:

Franklin Regional Planning Board - Selectboard Rep.

TERM:

1 Year

TERM EXPIRATION:

6/30/2023

SELECTMEN, TOWN OF MONTAGUE

TERM STARTS: 08/09/22

RAMSEY, Walter personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Franklin Regional Planning Board - Selectboard Rep according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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

APPOINTED OFFICIAL

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

8A



**FRANKLIN COUNTY REGIONAL HOUSING &
REDEVELOPMENT AUTHORITY**
241 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289

AUTHORIZATION TO DISBURSE No. 7
Invoice # 2021-187-6 (balance) and Invoice #2021-187-7
TOWN OF MONTAGUE FY20 (6J)
AVENUE A STREETScape PHASE III
Contractor: Berkshire Design Group
4 Allen Place
Northampton, MA 01060

Date: June 13, 2022

Original Contract Amount:	26,400.00
Total Contract	26,400.00
Total Paid to Date:	\$16,550
Balance:	9,850.00
Bal. of Invoice #2021-187-6	5,910.00
Invoice #2021-187-7	985.00
Balance:	2,955.00

Work Items Complete:

See attached invoice dated: July 18, 2022	FY2020 CDBG
FY2020 CDBG Funds allocated: \$6,895.00	\$ 6,895.00

I reviewed this invoice on 07/18/22 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$6,895.00**



Director of Community Development – HRA

I hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard



Berkshire Design Group

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

Town of Montague Planning Dept.
Mr. Walter Ramsey, AICP
1 Avenue A
Turners Falls, MA 01376

INVOICE # 2021-187-6

June 8, 2022

Project No: 2021-187

Re: Montague - Shea Theater - Avenue A Streetscape

For professional landscape architectural, civil engineering and land surveying services listed below for the period May 1, 2022 to May 31, 2022:

Email invoices to: bmchugh@fcrhra.org, spleasant@fcrhra.org

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Bidding	\$6,700.00	100.00%	0.00%	\$0.00
Construction Administration	\$19,700.00	80.00%	50.00%	\$9,850.00
	<u>\$26,400.00</u>			

Subtotal Task Charges

\$9,850.00

INVOICE TOTAL

\$9,850.00

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.

Paid \$3,940 of \$9,950 - Balance of \$5,910.00 now due

Statement of Accounts

Invoice	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
2021-187-3	2/11/2022	\$0.00	\$0.00	\$0.00	\$1,902.50	\$1,902.50
2021-187-5	5/23/2022	\$4,925.00	\$0.00	\$0.00	\$0.00	\$4,925.00
Total Prior Billing		\$4,925.00	\$0.00	\$0.00	\$1,902.50	\$6,827.50

Total Due \$16,677.50



Berkshire Design Group

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

Town of Montague Planning Dept.
Mr. Walter Ramsey, AICP
1 Avenue A
Turners Falls, MA 01376

INVOICE # 2021-187-7

July 14, 2022

Project No: 2021-187

Re: Montague - Shea Theater - Avenue A Streetscape

For professional landscape architectural, civil engineering and land surveying services listed below for the period June 1, 2022 to June 30, 2022:

Email invoices to: bmchugh@fcrhra.org, spleasant@fcrhra.org

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Bidding	\$6,700.00	100.00%	0.00%	\$0.00
Construction Administration	\$19,700.00	85.00%	5.00%	\$985.00
	<u>\$26,400.00</u>			

Subtotal Task Charges

\$985.00

INVOICE TOTAL

\$985.00

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

Invoice	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
2021-187-3	2/11/2022	\$0.00	\$0.00	\$0.00	\$1,902.50	\$1,902.50
2021-187-6	6/8/2022	\$0.00	\$5,910.00	\$0.00	\$0.00	\$5,910.00
Total Prior Billing		\$0.00	\$5,910.00	\$0.00	\$1,902.50	\$7,812.50

Total Due \$8,797.50



8B

**FRANKLIN COUNTY REGIONAL HOUSING &
REDEVELOPMENT AUTHORITY**

241 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289

AUTHORIZATION TO DISBURSE No. 8
Invoice # 2021-187-8
TOWN OF MONTAGUE FY20 (6J)
AVENUE A STREETScape PHASE III
Contractor: Berkshire Design Group
4 Allen Place
Northampton, MA 01060

Date: August 3, 2022

Original Contract Amount:	26,400.00
Total Contract	26,400.00
Total Paid to Date:	\$23,445
Balance:	2,955.00
Invoice #2021-187-8	1,970.00
Balance:	985.00

Work Items Complete:

See attached invoice dated: August 1, 2022	FY2020 CDBG \$ 1,970.00
--	------------------------------------

I reviewed this invoice on 08/03/22 and found that the tasks have been completed, as noted. I recommend approval of this pay request for \$1,970.00



Director of Community Development – HRA

I hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard



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

Town of Montague Planning Dept.
Mr. Walter Ramsey, AICP
1 Avenue A
Turners Falls, MA 01376

INVOICE # 2021-187-8

August 1, 2022

Project No: 2021-187

Re: Montague - Shea Theater - Avenue A Streetscape

For professional landscape architectural, civil engineering and land surveying services listed below for the period July 1, 2022 to July 24, 2022:

Email invoices to: bmchugh@fcrhra.org, spleasant@fcrhra.org

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Bidding	\$6,700.00	100.00%	0.00%	\$0.00
Construction Administration	\$19,700.00	95.00%	10.00%	\$1,970.00
	\$26,400.00			

Subtotal Task Charges **\$1,970.00**

INVOICE TOTAL **\$1,970.00**

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

Invoice	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
2021-187-3	2/11/2022	\$0.00	\$0.00	\$0.00	\$1,902.50	\$1,902.50
2021-187-6	6/8/2022	\$0.00	\$5,910.00	\$0.00	\$0.00	\$5,910.00
2021-187-7	7/14/2022	\$985.00	\$0.00	\$0.00	\$0.00	\$985.00
Total Prior Billing		\$985.00	\$5,910.00	\$0.00	\$1,902.50	\$8,797.50

Total Due **\$10,767.50**



AUTHORIZATION TO DISBURSE

Invoice # 2022-108-1

Project No. 2022-108

TOWN OF MONTAGUE

FY21 Avenue A Streetscape Phase III Continuation (6B)

Contractor: Berkshire Design Group

4 Allen Place

Northampton, MA 01060

Date: August 3, 2022

Total Contract	30,000.00
Total Paid to Date:	-
Balance:	30,000.00
This Invoice:	2,640.00
Balance:	27,360.00

Work Items Complete: Professional landscape architectural, civil engineering and land surveying services listed on the attached invoice, for the period July 1 – July 24, 2022.

See attached invoice dated: August 1, 2022

**FY21MONT
\$2,640.00**

I reviewed this invoice on 08/03/22 and found that the tasks have been completed, as noted. I recommend approval of this pay request for \$2,640.00.

Director of Community Development – HRA

We hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard



Berkshire Design Group

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

Town of Montague Planning Dept.
Attn: Mr. Brian Mchugh
241 Millers Falls Rd.
Turners Falls, MA 01376

INVOICE # 2022-108-1

August 1, 2022

Project No: 2022-108

Re: Montague - Avenue A Streetscapes Phase III - 2022

For professional landscape architectural, civil engineering and land surveying services listed below for the period July 1, 2022 to July 24, 2022:

Email invoices at: bmchugh@fcrhra.org

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Bidding	\$8,000.00	33.00%	33.00%	\$2,640.00
Construction Administration	\$22,000.00	0.00%	0.00%	\$0.00
	<u>\$30,000.00</u>			
Subtotal Task Charges				\$2,640.00
INVOICE TOTAL				\$2,640.00

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.

WendyB-Montague Selectboard

From: Walter Ramsey - Montague Planner
Sent: Wednesday, August 3, 2022 10:51 AM
To: WendyB-Montague Selectboard; StevenE - Montague Town Administrator
Subject: SB 8/8 Planning Agenda Items

Hi Wendy,

Could I have 15 to 20 minutes to discuss the following items:

- Execute FY23,24 MVP Action Grant Agreement for Comprehensive Plan Phase II (\$80,000)
- Green Communities FY22 Grant Progress Update
- ~~Follow up regarding Downtown Parking Study/ Winter Overnight Parking Ban policy~~
- Brownfields Program Updates (11 Power Street, First Street, 20 Canal Road)
- 5th Street Project Updates

Materials to follow by tomorrow AM

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

WendyB-Montague Selectboard

From: Walter Ramsey - Montague Planner
Sent: Thursday, August 4, 2022 12:56 PM
To: WendyB-Montague Selectboard
Subject: 8/8 items
Attachments: Green Community FY22 Update.pdf

Hi Wendy, Please include this. Also, Can you remove the parking update discussion. I'll discuss that on the 22nd.

Add in its place: Announce MassDOT Small Bridge Program grant to design rehabilitation or replacement of the Swamp Road Bridge over Goddard Brook

Walter

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

9A



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

July 18, 2022

Walter Ramsey
One Avenue A
Turners Falls, MA 01376

Dear Walter:

Congratulations! I am pleased to notify you that the Town of Montague has been awarded a Municipal Vulnerability Preparedness (MVP) program Action Grant in the amount of \$80,000 to complete the project entitled "Incorporating Climate Resiliency into the Montague Comprehensive Plan." We want to thank you for your commitment to implementing priority climate change adaptation actions identified through your MVP planning process, or similar climate change vulnerability assessment and action planning process. We want to commend the Town's outstanding application to our grant program and look forward to partnering with you on this important project.

You will be receiving further instructions from the Executive Office of Energy and Environmental Affairs MVP Program in the coming days. In the meantime, please feel free to contact Kara Runsten (kara.runsten@mass.gov) if you have any questions.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

Handwritten signature of Charles D. Baker in black ink.

Handwritten signature of Karyn E. Polito in black ink.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Montague (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Energy & Environmental Affairs MMARS Department Code: ENV	
Legal Address: (W-9, W-4): One Avenue A, Turners Falls, MA 01376		Business Mailing Address: 100 Cambridge St – Suite 900 Boston, MA 02114	
Contract Manager: Walter Ramsey, Town Planner	Phone: 4138633200	Billing Address (if different):	
E-Mail: planner@montague-ma.gov	Fax:	Contract Manager: Kara Runsten	Phone: 617-312-1594
Contractor Vendor Code: VC		E-Mail: kara.runsten@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD__ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: ENV 23 MVP 02	
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> <u>Commonwealth Terms and Conditions</u> <u> </u> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <u> </u> <u>Commonwealth IT Terms and Conditions</u>			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <u>815 CMR 9.00</u> . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended). \$ <u>80,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (<u>M.G.L. c. 29, § 23A</u>); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) To complete the project entitled "Incorporating Climate Resiliency into the Montague Comprehensive Plan" as outlined in Attachment A and Attachment B.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, 20__, a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30</u> , 2024, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____	

Scope of Services (Attachment A)
FY23 EEA Municipal Vulnerability Preparedness Program – Action Grant
Town of Montague
July 2022

Contractor:

Walter Ramsey
One Avenue A
Turners Falls, MA 01376
4138633200
planner@montague-ma.gov

Project Title:

Incorporating Climate Resiliency into the Montague Comprehensive Plan

Summary:

The project will incorporate climate resiliency and robust public engagement into the Montague Comprehensive Plan. This will be accomplished by analyzing all available climate data and applying climate resiliency recommendations to each of the individual chapters covered in a Comprehensive Plan.

Scope:

The tasks described in Attachment B to this contract will be performed under this contract according to the agreed upon schedule and budget. In addition, a monthly progress report is required and a short case study and a summary PowerPoint slide with project images (templates to be provided) will be included with final project deliverables.

Funding Distribution:

Funding will be distributed by reimbursement upon completion of tasks outlined in Attachment B and submission of invoices. Costs eligible for reimbursement include all approved project costs incurred between the contract execution date and either June 30, 2023 or June 30, 2024, depending on the end date in the contract. Any additions, deletions, or other changes to the scope must be approved by EEA prior to commencement of such activities. All grant funds must be spent according to the fiscal year breakdown below (before June 30, 2023 for FY23 funds and before June 30, 2024 for FY24 funds, if applicable). Please reference the RFR "ENV 23 MVP 02" for additional details on what is required for reimbursement and contact your MVP regional coordinator with any questions.

FY23 - \$ 37,375

FY24 - \$ 42,625

To receive grant funding, the applicant must have agreed to the fiscal requirements of the program by providing a statement from the authorized signatory of the organization acknowledging and accepting the following:

- The municipal entity commits to match 25% (or 10% if a Massachusetts economically disadvantaged rural community listed in Attachment N of the RFR) of total project cost using cash or in-kind contributions (or a combination of the two) and acknowledges that the funding under this grant will be provided on a reimbursement basis.
- All matching funds provided by the Applicant or direct project partners have been approved and/or appropriated (or are in the process of being approved).

Additional details:

- No payments will be made for Massachusetts sales tax.

- Work done prior to the project start date (the date issued and signed by the Commonwealth's Department Authorized Signatory) shall NOT be reimbursed. No funds will be granted for work performed after **June 30, 2023 for FY23 funds and June 30, 2024 for FY24 funds (if applicable)**.
- Requests for reimbursement are due before **July 31, 2023, for work completed by June 30, 2023 and July 31, 2024 for work completed by June 30, 2024 (if applicable)**.

As tasks are completed and deliverables are submitted to, reviewed and approved by EEA, the contractor must submit a package (template to be provided) containing the following items:

1. A signed letter (on city or town letterhead) from the contractor requesting reimbursement.
2. All relevant invoices, including those from subcontractors. Invoices must itemize costs consistent with the agreed upon scope of work. Invoices must demonstrate sufficient information for EEA to determine that the services were performed and/or products were received, and that the invoiced items meet all contractual performance requirements.
3. A detailed breakdown of the required match for the task. For in-kind services, include sufficient details to demonstrate the total amounts of match contributed, and as appropriate, a list of personnel, hours worked, hourly rates, etc.
4. A short case study and a summary PowerPoint slide with project images (due at the end of the project, templates to be provided).

Reimbursement packages should be submitted as tasks are completed as part of the monthly progress report, and reflect work performed according to the schedule of deliverables included in the project budget. Reimbursement is generally made within 45 days subsequent to approval of a reimbursement package. Reimbursement packages are due before July 31, 2023 for FY23 funds and before July 31, 2024 for FY24 funds, if applicable.

EEA will retain a minimum of ten percent (10%) of the total maximum obligation of funds until all contract provisions are satisfied and final reports and other products are delivered and accepted.

Progress Reporting:

To help EEA stay current on work being conducted over the course of the project, the Contractor will submit a brief monthly progress report (template to be provided), due by the 30th of the month, including:

- Significant activities that have occurred to show progress toward deliverables
- Whether a change in schedule or scope of work is anticipated
- Whether costs are anticipated to be overrun or underrun
- If additional assistance from EEA or partners is needed
- Invoices for work completed to date

The Applicant will be required to be in communication with their MVP Regional Coordinator (RC) throughout the course of the project and submit all reporting documentation through the RC.

Changes in Scope, Schedule, or Budget:

If a change in the schedule or scope is needed or if you expect an underrun or overrun of the budget, please inform your MVP RC as soon as possible so that we can work with you to take the necessary steps. If circumstances beyond your control make an extension or new split in funding between FY23 and FY24 necessary—please notify us no later than May 1st (so that we may discuss a potential amendment before the end of the fiscal year). These requests will be considered on a case by case basis and may not be approved. If the project will be completed under budget, please notify your MVP RC. Rescoping to use the remaining funds on new tasks is unlikely to be approved but may be considered on a case by case basis.

COVID-19-Related Adjustments to Engagement Tasks:

Due to the COVID-19 health emergency, the grantee may need to substitute some parts of the agreed upon scope (Attachment B) with comparable virtual or remote engagement strategies. Grantees should work with their MVP RC to approve any adjustments to the scope. Grantees should receive written approval from their MVP RC before commencing with any adjusted activities.

Regulatory Compliance

Grantee agrees to comply with all applicable state, federal, and local laws and ordinances. Such compliance is a condition of this grant.

Montague Incorporating Climate Resiliency into the Montague Comprehensive Plan FY23/FY24 MVP Action Grant Scope/Budget Attachment B

Project Task Description	Deliverables	Approximate Start Date	Approximate End Date	Total Grant	In-Kind Match	Cash Match	Total Match	Total Project Cost
Tasks to be Completed by June 30, 2023								
Task 1: Project Kick-off, Management, and Reporting								
Sub-task 1.1 Kick-off meeting with Team, EPA, and Consultant	Meeting notes, sign-in sheet	10/1/2022	11/1/2022	\$ 700.00	\$ 1,000.00		\$ 1,000.00	\$1,700.00
Sub-task 1.2 Monthly progress reports FY23 (template provided)	Monthly progress reports submitted by the 30th of each month of the grant period to your MVP Regional Coordinator	10/1/2022	6/30/2023		\$ 1,000.00		\$ 1,000.00	\$1,000.00
Sub-task 1.4 Contracting with Planning Consultant	Executed contract with qualified consultant for this phase of work	10/1/2022	11/1/2022		\$ 300.00		\$ 300.00	\$300.00
Sub-task 1.5 Consultant Project Coordination and Administration and direct costs	Meeting agenda and materials, invoices, and content for monthly progress reports	10/1/2022	6/30/2023	\$ 3,100.00				
Total Task 1 Cost				\$ 3,800.00	\$ 2,300.00	\$ -	\$ 2,300.00	\$6,100.00
Task 2: Public Involvement and Community Engagement in FY23								
Sub-task 2.1 3 to 5 meetings of the Comprehensive Plan Steering Group	Meeting notes, sign-in sheet	10/1/2022	6/30/2023	\$ 3,187.50	\$ 500.00	\$ 2,000.00	\$ 2,500.00	\$6,687.50
Sub-task 2.2 3 to 5 meetings of subcommittee to work on specific topics	Meeting notes, sign-in sheet	10/1/2022	6/30/2023	\$ 637.50	\$ 500.00	\$ 2,000.00	\$ 2,500.00	\$4,637.50
Total Task 2 Cost				\$ 3,825.00	\$ 1,000.00	\$ 4,000.00	\$ 5,000.00	\$11,375.00
Task 3: Prepare a Sustainability and Climate Resiliency Chapter of the Comp Plan								
Sub-task 3.1 Compile and analyze climate change data, including from Resilient MA	Memo to document analysis of climate data available from Resilient MA, municipal energy use from Green Communities program and the identification of potential land use regulations that support and increase energy efficiency, manage stormwater runoff, preserve landscape features such as floodplains, agricultural soils, open space, wildlife habitat and forests that provide sustainability and climate resiliency benefits such as improved public health, local food production, carbon sequestration and flood mitigation.	11/1/2022	5/31/2023	\$ 3,140.00				\$3,140.00
Sub-task 3.2 Review and incorporate findings from 2020 Hazard Mitigation Plan and 2016 MVP plan	Memo that discusses findings and recommendations from HMP and MVP plans and relevance to Master Plan	11/1/2022	5/31/2023	\$ 2,070.00				\$2,070.00
Sub-task 3.3 Identify policies + green infrastructure projects to manage stormwater, preserve natural features, carbon sequestration and flood mitigation	Memo describing potential green infrastructure policies and projects	11/1/2022	5/31/2023	\$ 2,070.00				\$2,070.00
Sub-task 3.4 Establish priorities and prepare specific recommendations and implementation strategies	Summary memo of recommendations and implementation strategies	11/1/2022	5/31/2023	\$ 1,070.00	\$ 1,000.00		\$ 1,000.00	\$2,070.00
Sub-task 3.5 Incorporate Public input, prepare Chapter	Draft Chapter, Final Draft Chapter	1/1/2023	5/31/2023	\$ 1,000.00				
Total Task 3 Cost				\$ 9,350.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$10,350.00
Task 4: Prepare a Housing Chapter of the Comp Plan								
Sub-task 4.1 Compile and analyze housing data	Memo to document housing data and prepare an inventory, GIS maps and data analysis for the housing chapter. Incorporate previous housing work and recommendations from Montague's Housing Plan	11/1/2022	5/31/2023	\$ 2,375.00				\$2,375.00
Sub-task 4.2 Incorporate information about climate migration	Memo to document information about climate change migration, remote working and East-West Rail that may increase demand for housing in Montague and the region	11/1/2022	5/31/2023	\$ 2,375.00				\$2,375.00
Sub-task 4.3 Establish priorities and prepare specific recommendations and implementation strategies	Memo discussing priorities and recommendations and implementation strategies for the Housing chapter including potential zoning changes needed	11/1/2022	5/31/2023	\$ 1,375.00	\$ 1,000.00		\$ 1,000.00	\$4,375.00
Sub-task 4.4 Incorporate public input, Draft Chapter	Draft Chapter, Final Draft Chapter	1/1/2023	5/31/2023	\$ 2,375.00				
Total Task 4 Cost				\$ 8,500.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$9,500.00
Task 5: Prepare a Transportation Chapter of the Comp Plan (FY23)								

Sub-task 5.1 Compile an inventory, GIS map and analysis of transportation infrastructure and facilities	Memo summarizing the inventory, GIS map and analysis for transportation infrastructure addressing parking, pedestrian/bicycle access and safety, traffic concerns in village centers, and public transit needs.	1/1/2023	5/31/2023	\$ 2,375.00			\$ -	\$2,375.00
Sub-task 5.2 Identify key climate resiliency actions to protect and improve infrastructure and manage stormwater								
Sub-task 5.3 Establish priorities and prepare specific recommendations and implementation strategies	Memo summarizing identified priorities for improving stormwater management and the incorporation of the 2016 MVP Plan and the 2020 Hazard Mitigation Plan	1/1/2023	5/31/2023	\$ 2,375.00			\$ -	\$2,375.00
Sub-task 5.4 Incorporate public input. Prepare Chapter	Summary memo of recommendations and implementation strategies	1/1/2023	5/31/2023	\$ 1,375.00	\$ 1,000.00		\$ 1,000.00	\$2,375.00
	Draft Chapter, Final Chapter	1/1/2023	5/31/2023	\$ 2,375.00			\$ -	\$2,375.00
Total Task 5 Cost								
				\$ 5,500.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$9,500.00
Task 6: Prepare a Community Facilities and Services Chapter of the Comp Plan								
Sub-task 6.1 Begin to compile and analyze data	GIS map for community facilities and services addressing drinking water supplies, wastewater treatment, public safety, schools, and other community and recreation facilities.	3/1/2023	6/30/2023	\$ 850.00			\$ -	\$850.00
Total Task 6 Cost								
				\$ 850.00			\$ -	\$850.00
TOTAL PROJECT COST FY23				\$ 37,375.00	\$ 8,500.00	\$ 4,000.00	\$ 10,500.00	\$47,875.00

Tasks to be Completed by June 30, 2024								
Task 7: Project Management and Reporting in FY24								
Sub-task 7.1 Monthly progress reports FY24	Monthly progress reports submitted by the 30th of each month of the grant period to your MVP Regional Coordinator	7/1/2023	6/30/2024		\$ 1,000.00		\$ 1,000.00	\$1,000.00
Sub-task 7.2 Project Case Study (required at end of project template provided)	Final Case Study Report, PowerPoint slides, project photos		6/30/2024		5000		\$ 500.00	\$600.00
Sub-task 7.3 Consultant Project Coordination and Administration and direct costs	Meeting agenda and materials, invoices, and content for monthly progress reports	7/1/2023	6/30/2024	\$ 5,100.00				
Total Task 7 Cost				\$ 3,100.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$4,600.00
Task 8: Public Involvement and Community Engagement in FY24								
Sub-task 8.1 4 to 6 meetings of the Comprehensive Plan Steering Group	meeting notes, sign-in	7/1/2023	6/30/2024	\$ 3,187.50	\$ 600.00	\$ 2,100.00	\$ 2,700.00	\$8,887.50
Sub-task 8.2 4 to 6 meetings of subcommittees to work on specific topics	meeting notes, sign-in							
Sub-task 8.3 Targeted Workshops with youth, seniors, and new Americans	meeting notes, sign-in	7/1/2023	6/30/2024	\$ 3,187.50	\$ 600.00	\$ 2,100.00	\$ 2,700.00	\$8,887.50
Sub-task 8.4 Community Workshop	meeting notes, sign-in, meeting flyer	7/1/2023	6/30/2024	\$ 1,500.00	\$ 2,400.00	\$ 3,900.00		\$3,900.00
				\$ 1,000.00	\$ 2,500.00	\$ 3,500.00		
Total Task 8 Cost				\$ 6,375.00	\$ 3,700.00	\$ 9,100.00	\$ 12,800.00	\$19,175.00
Task 9: Prepare a Community Facilities and Services Chapter of the Comp Plan (FY24)								
Sub-task 9.1 Continue to compile and analyze data	Memo summarizing the inventory, GIS map and analysis for community facilities and services addressing drinking water supplies, wastewater treatment, public safety, schools, and other community and recreation facilities. Incorporate findings from the Engineering study of water and sewer infrastructure recently completed by Tighe & Bond in April 2022 including water supply and wastewater treatment facility recommendations and estimated costs.	11/1/2022	3/1/2024	\$ 3,000.00			\$ -	\$3,000.00
Sub-task 9.2 Identify and prioritize capital improvements needed to increase the resiliency of the Town to climate change	Memo that identifies and prioritizes capital improvements needed to increase the resiliency of the Town to climate change	3/1/2023	4/15/2023	\$ 3,000.00			\$ -	\$3,000.00
Sub-task 9.3 Establish priorities and prepare specific recommendations and implementation strategies	Memo describing priorities, recommendations and implementation strategies	3/1/2023	4/15/2023	\$ 2,000.00			\$ -	\$2,000.00
Sub-task 9.4 Incorporate public input. Prepare Chapter	Draft Chapter, Final Draft Chapter	4/1/2023	4/15/2023	\$ 500.00	\$ 1,000.00		\$ 1,000.00	\$1,500.00
Total Task 9 Cost				\$ 8,500.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$9,500.00
Task 10: Prepare an Economic Development Chapter of the Comp Plan								
Sub-task 10.1 Compile data and prepare an econ dev analysis	Memo summarizing the data collection, GIS map and analysis.	10/1/2023	2/28/2024	\$ 3,000.00			\$ -	\$3,000.00
Sub-task 10.2 Identify local industries affected by climate change. Ensure ED goals align with climate resiliency goals	Memo summarizing anticipated climate vulnerable sites and industries.	10/1/2023	2/28/2024	\$ 3,000.00			\$ -	\$3,000.00
Sub-task 10.3 Establish priorities and prepare specific recommendations and implementation strategies	Summary memo of economic priorities and implementation strategies with incorporated findings of the Turners Falls Rapid Recovery Plan and MEDIC Economic Development Plan. Potential locations for development and redevelopment will be identified.	10/1/2023	3/31/2024	\$ 2,000.00	\$ 1,000.00		\$ 1,000.00	\$3,000.00
Sub-task 10.4 Incorporate public input. Prepare Chapter	Draft Chapter, Final Chapter	10/1/2023	3/31/2024	\$ 500.00			\$ -	\$500.00

Total Task 10 Cost				\$	8,500.00	\$	1,000.00	\$	-	\$	1,000.00	\$	99,800.00
Task 11: Prepare a Land Use and Zoning Chapter of the Comprehensive Plan													
Sub-task 11.1 Prepare an inventory, GIS map, and analysis for land use and zoning	Memo summarizing the inventory, GIS map and analysis	12/1/2023	4/1/2024	\$	2,550.00					\$	-		\$2,550.00
Sub-task 11.2 Identify potential growth areas and priority areas for protection	Memo and GIS map identifying potential growth areas and priority areas for protection	12/1/2023	4/1/2024	\$	2,500.00					\$	-		\$2,500.00
Sub-task 11.3 Reconcile conflicts, establish priorities and prepare specific recommendations and implementation strategies	Summary memo of recommendations and implementation strategies, including zoning and subdivision bylaws recommendations. These will be reconciled with other chapters and public input	12/1/2023	5/1/2024	\$	2,300.00	\$	1,000.00			\$	1,000.00		\$3,300.00
Sub-task 11.4 Incorporate public input. Prepare Draft Chapter	Draft Chapter. Final Chapter	12/1/2023	5/1/2024	\$	2,000.00					\$	-		\$2,000.00
Total Task 11 Cost				\$	8,350.00	\$	1,000.00	\$	-	\$	1,000.00	\$	\$10,350.00
Task 12: Complete Comprehensive Plan													
Sub-task 12.1 Prepare an executive summary and implementation chapter	Draft Executive Summary and Implementation Chapter	12/1/2023	6/1/2024	\$	4,000.00	\$	500.00			\$	500.00		\$4,500.00
Sub-task 12.2 Incorporate public input from community sessions to finalize the plan	Final Draft of Plan	12/1/2023	6/1/2024	\$	2,800.00	\$	500.00			\$	500.00		\$3,300.00
Total Task 12 Cost				\$	6,800.00	\$	1,000.00	\$	-	\$	1,000.00	\$	\$7,800.00
TOTAL PROJECT COST FY24				\$	42,628.00	\$	8,200.00	\$	8,100.00	\$	18,100.00	\$	\$69,928.00
TOTAL PROJECT COST OVERALL				\$	80,000.00	\$	18,700.00	\$	13,100.00	\$	28,900.00	\$	\$139,800.00

Match 26.47%

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME: Town of Montague
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191893

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Richard Kuklewicz	Chair, Selectboard

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: August 8, 2022

Title: Chair, Selectboard

Telephone: 413-863-3200

Fax: 413-863-3231

Email: selectscity@montague-ma.gov

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

CONTRACTOR LEGAL NAME: Town of Montague
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191893

Issued May
2004



PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Richard J. Kuklewicz

Title: Chair, Selectboard

X _____
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the
aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the
aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an
authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

FY 22 Green Community Grant Status 8/4/2022

FY22 Green Community Measure	Status	Net Cost	Grant funds	Utility incentives	Projected Annual \$ Savings
2nd Street Parking Lot LED lights	Complete	\$ 20,578.00	\$ 17,611.00	\$ 2,967.00	\$ 1,762.00
Millers Falls Library Lighting Upgrades	Complete	\$ 3,158.50	\$ 2,746.50	\$ 412.00	\$ 251.00
Millers Falls Library Heat Pump	Stalled	\$ 23,744.00	\$ 11,756.00	\$ 11,988.00	\$ 2,141.00
CWF Lighting Upgrades	Complete	\$ 26,806.45	\$ 23,275.88	\$ 3,530.57	\$ 2,096.00
CWF Heat Pump	Stalled	\$ 36,771.19	\$ 9,338.00	\$ 27,433.19	\$ 387.00
		\$ 111,058.14	\$ 64,727.38	\$ 46,330.76	\$ 6,637.00

	Planned incentive	Actual incentive	Cost difference
Millers Falls Library Heat Pump	\$ 11,988.00	\$ 10,101.00	\$ 1,887.00
CWF Heat Pump	\$ 27,433.19	\$ 13,937.19	\$ 13,496.00

Libraries and CWF indicate that they have available \$ in their budgets to meet the respective budget gaps.
Does the Selectboard wish to use local funds to implement stalled projects?

Jeff S 8-3-22 email re Saturday Service Pilot

Hi Michael...

I am out on the west coast and can attend the meeting on Thursday but am having a problem finding the proposal for Saturday service that you are suggesting. I need it today if possible so I can run it by the Montague Selectboard at its Monday meeting since I do represent them.

I recall that this proposal eliminates Route 23 to Amherst via Sunderland on Saturday and if that is true I will probably advocate opposing it and I strongly feel everyone should oppose it/t. I will try to be open minded about this but doubt anything will convince me that is a good idea. Route 23 as you know gets our market to the largest employer in the region and the largest University with over 30,000 students. It also gets those students to the Montague bookmill, downtown Turners and downtown Greenfield,

There are also core equity issues here, For weekend service to be equitable it needs to maintain the most crucial routes in the system, which Route 23 clearly is.

There is also the problem of the needs of the management company particularly in the bidding system in the union contract and the economics of those bids for the company, driving our route decisions too much. I respect Franklin Transit Management and recognize their needs but they have played too much of a role in determining a viable and equitable route structure.

On a personal level I am very weary of fighting this battle once again. As some of you may know defending Route 23 is how I got involved with the FRTA, in addition to the fact that I tend to ride the buses a lot and philosophically support public transit.

We need weekend service from places like Montague Center to both UMass and to Greenfield and residents of both those places should be able to get to the bookmill and the conservation area in Montague Center on a Saturday without getting in a car. To me that defines equitable public transit that addresses climate change and the car culture out here.

But again I need to take another look at the proposal, put it on the Selectboard agenda, and hear the rationale for it on Thursday. I do tend to over react to these things.

Jeff Singleton
Montague Alternate FRTA Rep.
8-3-22

20

GreenLink Connector
via GCC, Elm St, Federal St, Corporate Ctr

Saturday

Stop		EFFECTIVE SEPTEMBER 3, 2022											
Location													
1	DEPART	9:30	10:30	11:30	12:30	1:30	2:30	3:30	4:30	5:30			
33	Greenfield Gardens on Elm St (N)	9:35	10:35	11:35	12:35	1:35	2:35	3:35	4:35	5:35			
23	Elm Terrace and Foster's Market on Elm	9:36	10:36	11:36	12:36	1:36	2:36	3:36	4:36	5:36			
58	Oak Courts on Elm St (N)	9:37	10:37	11:37	12:37	1:37	2:37	3:37	4:37	5:37			
46	Leyden Woods at Aster Court	9:42	10:42	11:42	12:42	1:42	2:42	3:42	4:42	5:42			
34	Greenfield High School on Silver St (E)	9:46	10:46	11:46	12:46	1:46	2:46	3:46	4:46	5:46			
27	Federal St and Kenwood St	9:49	10:49	11:49	12:49	1:49	2:49	3:49	4:49	5:49			
29	Federal St and Woodleigh St Greenfield	9:50	10:50	11:50	12:50	1:50	2:50	3:50	4:50	5:50			
1	ARRIVE	9:55 T	10:55 T	11:55 T	12:55 T	1:55 T	2:55 T	3:55 T	4:55 T	5:55 T			

20 GreenLink Weekday (Light Green Schedule)

Corp	Corporate Center Shuttle
T	Transfers to Rte. 21, 23, 24, 31, 32, 41
•	No Route 20 service
BOLD	Times are PM

21

Greenfield Community
via Federal St, Elm St, GCC, Corporate Ctr

Saturday

Stop	Location	EFFECTIVE SEPTEMBER 3, 2022										
1	DEPART	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	5:50		
28	Federal St and Sanderson St	10:04	11:04	12:04	1:04	2:04	3:04	4:04	5:04	5:54		
13	Cherry Rum Plaza	10:09	11:09	12:09	1:09	2:09	3:09	4:09	5:09	5:59		
35	Greenfield High School	10:12	11:12	12:12	1:12	2:12	3:12	4:12	5:12	6:02		
46	Leyden Woods	10:17	11:17	12:17	1:17	2:17	3:17	4:17	5:17	6:07		
59	Oak Courts	10:20	11:20	12:20	1:20	2:20	3:20	4:20	5:20	6:10		
22	Elm Terrace and Fosters Market	10:21	11:21	12:21	1:21	2:21	3:21	4:21	5:21	6:11		
32	Greenfield Gardens	10:22	11:22	12:22	1:22	2:22	3:22	4:22	5:22	6:12		
17	County Fairgrounds	10:26	11:26	12:26	1:26	2:26	3:26	4:26	5:26	6:16		
1	ARRIVE	10:30 T	11:30 T	12:30 T	1:30 T	2:30 T	3:30 T	4:30 T	5:30 T	6:20		

21 Greenfield Weekday (Dark Green Schedule)

T Transfers to Rte. 20, 23, 24, 31, 32, 41

• No Route 21 service

BOLD Times are PM

Time table bus stops are considered timepoints and departure times are guaranteed.

This route has more stops than are on the timetable. Please visit frta.org for more bus stop information.

23

Sunderland - Greenfield

via Turners Falls, Millers Falls, Montague Ctr. Saturday

Stop		Location		EFFECTIVE SEPTEMBER 3, 2022			
1	DEPART	10:15	12:15	2:15	4:15		
37	High St and Sanderson St	10:17	12:17	2:17	4:17		
73	Stop & Shop Plaza	10:20	12:20	2:20	4:20		
5	Ave A and 3rd St (E)	10:28	12:28	2:28	4:28		
57	Montague St	10:33	12:33	2:32	4:32		
63	Park Villa Apartments			2:34	4:34		
78	Turners Falls Rd			2:35	4:35		
52	Millers Falls Center (N)	10:33	12:33	•	•		
55	Montague Center (S)	10:40	12:40	2:45	4:45		
74	ARRIVE	10:55-PT	12:55-PT	3:00	5:00		
	Transfer PVTA Route 31 UMass	11:00	1:00	3:00	5:00		
74	DEPART	11:00	1:00	3:05-PT	5:05-PT		
54	Montague Center (N)	11:13	1:13	3:18	5:18		
52	Millers Falls Center (N)	•	•	3:26	5:26		
77	Turners Falls Rd	11:20	1:20	3:31	5:31		
63	Park Villa Apartments	11:22	1:22	3:35	5:35		
56	Montague St	11:24	1:24	3:40	5:40		
6	Ave A and 3rd St (W)	11:27	1:27	3:45	5:45		
73	Stop & Shop Plaza	11:35	1:35	3:50	5:50		
38	High St and Sanderson St	11:40	1:40	3:55	5:55		
1	ARRIVE	11:45	1:45	4:00	6:00		

23 Sunderland Weekday (Red Schedule)

PT Transfer to/from PVTA

• No Route 23 service

G To Garage

BOLD Times are PM

Time table bus stops are considered timepoints and departure times are guaranteed.

This route has more stops than are on the timetable. Please visit frta.org for more bus stop information.

24

Turners Falls - Greenfield Community College Crosstown via JWO Transit Center

Saturday

EFFECTIVE SEPTEMBER 3, 2022

Stop	Location	9:15	10:15	11:15	12:15	1:15	2:15	3:15	4:15	5:15
3	DEPART Ave A & 11th St (N)	9:15	10:15	11:15	12:15	1:15	2:15	3:15	4:15	5:15
7	Ave A and Carnegie Library	9:16	10:16	11:16	12:16	1:16	2:16	3:16	4:16	5:16
73	Stop and Shop Plaza	9:22	10:22	11:22	12:22	1:22	2:22	3:22	4:22	5:22
38	High St and Sanderson St	9:25	10:25	11:25	12:25	1:25	2:25	3:25	4:25	5:25
1	JWO Transit Center	9:30	10:30	11:30	12:30	1:30 AK	2:30	3:30	4:30	5:30
50	Main St and Wells St	9:33	10:33	11:33	12:33	1:33	2:33	3:33	4:33	5:33
14	Colrain Rd and Shelburne Rd (N)	9:37	10:37	11:37	12:37	1:37	2:37	3:37	4:37	5:37
31	Greenfield Community College	9:40	10:40	11:40	12:40	1:40	2:40	3:40	4:40	5:40
15	Big Y Plaza	9:46	10:46	11:46	12:46	1:46	2:46	3:46	4:46	5:46
47	Main St / Fiske and Miles	9:50	10:50	11:50	12:50	1:50	2:50	3:50	4:50	5:50
1	ARRIVE JWO Transit Center	9:55 T	10:55 T	11:55 T	12:55 T	1:55 T	2:55 T	3:55 T	4:55 T	5:55 T
31	DEPART JWO Transit Center	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00
37	High St and Sanderson St	10:05	11:05	12:05	1:05	2:05	3:05	4:05	5:05	6:05
73	Stop and Shop Plaza	10:07	11:07	12:07	1:07	2:07	3:07	4:08	5:08	6:08
8	Ave A & Food City	10:14	11:14	12:14	1:14	2:14	3:14	4:14	5:14	6:14
4	ARRIVE Ave A & 11th St (S)	10:15	11:15	12:15	1:15	2:15	3:15	4:15	5:15	6:15

24 Crosstown Weekday (Dark Blue Schedule)

AK	Amtrak Vermonter
T	Transfers to/from FRTA
•	No Route 24 service
OOS	Out of Service
BOLD	Times are PM

Time table bus stops are considered timepoints and departure times are guaranteed.
This route has more stops than are on the timetable. Please visit frta.org for more bus stop information.

31

Northampton - Greenfield
via Deerfield, Whately, and Hatfield

Saturday

Stop		EFFECTIVE SEPTEMBER 3, 2022						
To Northampton	Location	DEPART	9:15	11:15	1:15	3:15		
	71	South Deerfield Center	9:30	11:30	1:30	3:30		
	80	Whately	9:35	11:35	1:35	3:35		
	43	Kenwood Apartments	9:42	11:42	1:42	3:42		
	20	Danco Modern Plaza	9:46	11:46	1:46	3:46		
	11	Big Y and Walmart Northampton	9:50	11:50	1:50	3:50		
	21	Downtown Northampton Academy of Music <i>Transfer PVTa</i>	10:00	12:00	2:00	4:00		
To Greenfield	11	Big Y and Walmart Northampton	10:15	12:15	2:15	4:15		
	19	Danco Modern Plaza	10:20	12:20	2:20	4:20		
	42	Kenwood Apartments	10:23	12:23	2:23	4:23		
	80	Whately	10:32	12:32	2:32	4:32		
	70	South Deerfield Center	10:38	12:38	2:38	4:38		
	1	ARRIVE	10:45	12:45	2:45	4:45		
31 Northampton Weekday (Purple Schedule)								
GCC	Transfer to Rte. 20, 21, 24, or 41 for GCC							
•	No Service							
PT	Transfer to PVTa Rte. 46 UMass							
BOLD	Times are PM							

Time table bus stops are considered timepoints and departure times are guaranteed.
This route has more stops than are on the timetable. Please visit frta.org for more bus stop information.

32

Orange - Greenfield

via Turners Falls, Millers Falls, and Erving

Saturday

Stop		Location		EFFECTIVE SEPTEMBER 3, 2022						
To Orange Center	1	DEPART		9:00	11:00	1:00	3:00			
	25	Farren Care Center		9:07	11:07	1:07	3:07			
	7	Ave A and Carnegie Library		9:09	11:09	1:09	3:09			
	5	Ave A and 3rd St (E)		9:12	11:12	1:13	3:13			
	39	Industrial Blvd		9:16	11:16	1:16	3:16			
	52	Millers Falls Center (N)		9:19	11:19	1:20	3:20			
	24	Erving Center		9:28	11:28	1:28	3:28			
	61	Orange Riverfront Park		9:36	11:36	•	•			
	44	King James		9:38	11:38	•	•			
	36	Hannaford Supermarket		9:45	11:45	•	•			
To Greenfield	79	Walmart Plaza		9:50	11:50	•	•			
	60	Orange Center		10:00	12:00	1:42	3:42			
	79	Walmart Plaza		•	•	1:47	3:47			
	36	Hannaford Supermarket		•	•	1:52	3:52			
	45	King James		•	•	2:00	4:00			
	62	Orange Riverfront Park		•	•	2:02	4:02			
	24	Erving Center		10:10	12:10	2:15	4:15			
	51	Millers Falls Center (S)		10:20	12:20	2:25	4:25			
	40	Industrial Blvd		10:22	12:22	2:28	4:28			
	67	Scotty's Store		10:26	12:26	2:32	4:32			
32 Orange Weekday (Orange Schedule)	6	Ave A and 3rd St (W)		10:28	12:28	2:35	4:35			
	8	Ave A and Food City		10:30	12:30	2:37	4:37			
	26	Farren Care Center		10:34	12:34	2:39	4:39			
	1	ARRIVE		10:45	12:45	2:45	4:45			
	•	No Service								

32 Orange Weekday (Orange Schedule)

• No Service
Times are PM

BOLD

Time table bus stops are considered timepoints and departure times are guaranteed.

This route has more stops than are on the timetable. Please visit frta.org for more bus stop information.

41

Charlottesville - Greenfield
via Shelburne Falls Ctr.

Saturday

Stop		Location	EFFECTIVE SEPTEMBER 3, 2022			
To Charlottesville	1	DEPART JWO Transit Center	9:00	11:00	1:00	3:00
	31	Greenfield Community	9:08	11:08	1:08	3:08
	15	Big Y Plaza Greenfield	9:13	11:13	1:13	3:13
	69	Shelburne Falls Center at Arms Library (W)	9:25	11:25	1:25	3:25
	12	Charlottesville Park and Ride	9:30	11:30	1:30	3:30
	9	Charlottesville Center on Main St.	9:45	11:45	1:45	3:45
To Greenfield	12	Charlottesville Park and Ride	9:55	11:55	1:55	3:55
	68	Shelburne Falls Center at Arms Library (E)	10:00	12:00	2:00	4:00
	14	Big Y Plaza Greenfield	10:15	12:15	2:15	4:10
	31	Greenfield Community	10:22	12:22	2:22	4:22
	1	ARRIVE JWO Transit Center	10:30	12:30	2:30	4:30
41 Charlottesville Weekday (Brown Schedule)						
• No Route 41 service						
BOLD Times are PM						

Time table bus stops are considered timepoints and departure times are guaranteed.

This route has more stops than are on the timetable. Please visit frta.org for more bus stop information.

Community Development Discretionary Account

Transfer Request

Allocation from 225-5-184-5200 (CD Unallocated)

Authorization to transfer \$2,000

from CD Discretionary Unallocated (225-5-184-5200)

to CD Shea Theater Maintenance (225-5-184-5240)

Request Date: August 8, 2022

Selectboard Chair

Balances before transfer

CD Discretionary Unallocated: \$38,947.64

CD Shea Theater Maintenance: \$ (260.00)

Balances post transfer

CD Discretionary Unallocated: \$36,947.64

CD Shea Theater Maintenance: \$ 2,260.00

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF MONTAGUE, MASSACHUSETTS
AND
WRIGHT PIERCE
FOR ON-CALL ENGINEERING SERVICES**

THIS AGREEMENT made this **8th** day of **August 2022** between Wright-Pierce a Maine corporation with a usual place of business at 700 Middlesex Plaza, 169 Main Street, Middletown, CT 06457 hereinafter called the "ENGINEER," and the Town of Montague, MA, with a usual place of business at Montague Town Hall, 1 Avenue A, Turners Falls, MA 01376, hereinafter called the "TOWN." The Town and Engineer may also be referred to individually as a "Party" and collectively as the "Parties."

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

1. Scope of Work

The ENGINEER shall perform on-call engineering services, including but not limited to technical advice, regulatory assistance, funding and financing assistance, operational assistance, technical evaluations, engineering studies and reports, preliminary or conceptual designs, final designs, bidding assistance, construction administration, construction Resident Project Representative services, post-construction services and other services of an engineering nature which ENGINEER is qualified to provide directly and/or through sub-consultants retained with the approval of the TOWN.

Services requested by the TOWN will be summarized using an Engineering Services Request Form (example attached as **Exhibit A** to this Agreement) for each assignment. Each such separate Engineering Services Request Form, once signed by both Parties, will be deemed a part of this Agreement, provided that in the event of any conflict with the provisions of this Agreement and any Engineering Services Request Form, this Agreement shall control unless the Parties agree otherwise in writing.

2. Contract Price

For services under this Agreement ENGINEER will be paid a fee based on ENGINEER's Standard Billing Rates attached hereto as **Exhibit B**, plus Town-approved reimbursable expenses and charges for Town-approved sub-consultant services, unless another fee structure is agreed to in the Engineering Services Request Form.

3. Commencement and Completion of Work

- A. This Agreement shall commence on the date of this Agreement and shall expire after one year, unless terminated sooner in accordance with this Agreement. The Town may also extend for a year at its sole option.

- B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The ENGINEER shall supervise and direct the Work using a level of skill and attention consistent with the standard of care implied by law in Massachusetts for services of an engineer.

A. Responsibility for the Work:

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

operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

- B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.
- C. Compliance With Laws: In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

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

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly on an hourly basis. Payment shall be due 30 days after receipt of an invoice by the TOWN.

7. Reimbursement

Except as otherwise included in the fees paid to ENGINEER or otherwise provided for under this Agreement or in any Engineering Services Request Form, the ENGINEER shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the ENGINEER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the TOWN;

(b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

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

11. Insurance

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

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

- C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other

benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.

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

12. Notice

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

13. Termination

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

14. Miscellaneous

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

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

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

WRIGHT PIERCE:

TOWN OF MONTAGUE:

By: _____

By: _____

Name: _____
Type or Print

Name: _____
Type or Print

Title: _____

Title: _____

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

Project Name: _____		Project No. _____	
Client: _____		Prepared By: _____	
Date: _____			
	Description of Assignment:		Estimated Fee
		Est.	
	Itemization of Tasks	Hours	
TOTAL ESTIMATED FEE:			
<p>I agree that the services described above shall be paid for at the actual invoiced amount in accordance with the payment provisions of the On-Call Engineering Services Agreement between _____ (CLIENT) and WRIGHT-PIERCE dated _____.</p> <p>Such payment may be different than the "Estimated Fee" indicated.</p>			
<p>SEEN AND AGREED TO BY:</p> <p style="text-align: center;">(CLIENT) _____ DATE: _____</p> <p style="text-align: center;">(ENGINEER) _____ DATE: _____</p>			

Billing Rates

The following labor rates are provided as requested and are as of January 2022. Billing rates are based on salary costs for Wright-Pierce within each classification, multiplied by our salary multipliers. Actual billing rates for the project are based on the actual rates for the individuals assigned.

Labor Billing Rates

Accounting/Billing Classification	Hourly Billing Rate Range
Principal/Engineering Manager	\$200 to 260
Senior Project Manager	\$160 to 235
Project Manager/Senior Project Engineer/Construction Manager	\$130 to 200
Senior Project Engineer	\$120 to 210
Project Engineer	\$110 to 130
Engineer Intern/Intern Architect	\$85 to 117
Architect/Structural/Mechanical/Instrumentation/Electrical Engineer	\$130 to 230
Senior CAD Designer	\$110 to 130
CAD Designer/Senior CAD Technician	\$90 to 120
CAD Technician	\$60 to 95
GIS Analyst	\$86 to 121
Survey Crew (two people)	\$230 to 250
Field Service Manager/Technician	\$70 to 110
Hydrogeologist	\$95 to 150
Resident Project Representative	\$86 to 152 (\$105 to 180 w/ expenses included)
Office Assistant/Word Processor	\$63 to 120