

**MONTAGUE SELECTBOARD MEETING
VIA ZOOM
Monday, August 22, 2022**

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/83134256453>

Meeting ID: 831 3425 6453 Password: 218545 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 August 3 and 8, 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 Joseph Barry, Tyler Finnegan, Amias Callender, Derrick Prather, Republic Services
 - Check in regarding trash collection problems
5. 6:50 Tom Bergeron, DPW Superintendent
 - Execute Agreement with Wright-Pierce for On-Call Engineering Services
 - Execute Amendment to the Agreement with Wright-Pierce for a Wastewater Collection System Study
6. 7:00 Greg Garrison, ATA Hiring Committee Chair
 - Assistant Town Administrator – Presentation of Hiring Committee report regarding finalists for Assistant Town Administrator position: Kevin Flynn, Walter Ramsey
7. 7:15 Brick & Feather Brewery, 78 11th Street, Turners Falls
 - License for extended use of public property for outdoor retail and dining (COVID-19 Emergency Measures) 9/1/22 to 4/1/23
8. 7:20 Jesse Bay
 - Use of Peskeompskut Park and Entertainment License on September 24, 2022 (rain date 9/25/22), 2:30 PM to 8:30 PM, Folk and Klezmer music
9. 7:25 Bryan Camden, Airport Manager
 - Execute FAA Federal Grant AIP 3-25-0032-026-2022 totaling \$570,635. Phase 2 of the Pioneer Aviation property purchase grant
10. 7:30 Jan Ameen, F.C. Solid Waste Management District
 - SMRP Grant Award for Mattress Container

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11. 7:40 Walter Ramsey, Town Planner
- Downtown Winter Emergency Parking Proposal
 - Execute MOU for participation in MassDOT Rural Streets Program to receive free road safety signs and speed feedback signs from MassDOT
 - Include First Street municipal lot (Assessors ID 04-0-0031) into Franklin County Regional Brownfields Assessment Program
 - Consider request from Franklin Regional Transit Authority to amend 8 Sandy Lane Maintenance Facility MOU to remove obligation to install natural gas line on Sandy Lane
12. 8:00 Brian McHugh, FCRHRA
- Authorization to Disburse, Payment #2, to H. M. Nunes & Sons Construction, Inc. for FY20 Montague Avenue A Streetscape Project, \$37,889
 - Execute Certificate of Final Completion for Avenue A Streetscape Phase III Construction Project
13. 8:10 Special Town Meeting
- Open Fall Special Town Meeting Warrant
 - Discuss Meeting Logistics
14. 8:20 Ken McCance, Yolon Energy
- Consider Electricity and Gas Supply Contract Bids
15. 8:30 Town Administrator's Business
- Legal Services Support MOU for proposed FirstLight FERC Settlement
 - Review of Cannabis Impact Fee Receipts and Spending
 - Consider Community Compact Grant Opportunity
 - Update on Town Hall Roof Bid
 - Topics not anticipated in the 48 hour posting
16. 8:45 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:

- The Turners Falls Power Canal service outage will take place Monday, September 19, 2022 through September 24, 2022

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

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

THIS AGREEMENT made this . . . 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: _____

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

AMENDMENT
TO THE AGREEMENT BY AND BETWEEN
TOWN OF MONTAGUE
AND
WRIGHT-PIERCE
FOR A WASTEWATER COLLECTION SYSTEM STUDY

This Amendment is made and entered into this ____ day of _____, 2022, by and between the Town of Montague, acting by and through its Selectboard (hereinafter referred to as the "Town"), with a usual place of business at Montague Town Hall, 1 Avenue A, Turners Falls, MA 01376 and Wright-Pierce, a Maine corporation with a usual place of business at 700 Middlesex Plaza, 169 Main Street, Middletown, CT 06457 (hereinafter referred to as the "Engineer").

WITNESSETH

WHEREAS, on March 21, 2022, the Town entered into an Agreement with the Engineer for a wastewater collection system study (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to provide for additional GIS sewer database assistance.

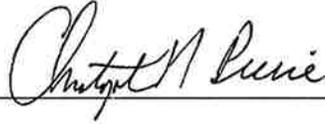
NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto mutually agree as follows:

1. Amendment to Scope of Services
The Scope of Services as included in the Agreement is amended to include all work as specified in the "Proposal Letter for Additional GIS Sewer Database Assistance" from the Engineer dated July 15, 2022, attached hereto and incorporated herein as Exhibit 1.
2. Fee for Services
The fee for the additional services to be rendered by the Engineer pursuant to this Amendment to the Agreement shall be invoiced on a time basis and shall not exceed \$10,000.
3. Schedule for Completion
All work to be conducted in association with this Amendment shall be completed by December 31, 2023.
4. The parties agree that all other provisions of the Agreement shall remain the same and shall continue in full force and effect.
5. This Amendment, together with the other components of the Agreement documents, constitutes the entire agreement between the parties, with no other agreements other than those incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

TOWN OF MONTAGUE
BOARD OF SELECTMEN

WRIGHT-PIERCE

By: 

Title: Vice President

Date: August 9, 2022

825186/MTGU/0001

July 15, 2022

Mr. Steve Ellis, Town Administrator
Town of Montague
1 Avenue A
Turners Falls, MA 01376

SUBJECT: Proposal Letter for Additional GIS Sewer Database Assistance

Dear Mr. Ellis,

The current scope of work included in the Agreement for Professional Engineering Services between the Town of Montague, Massachusetts and Wright-Pierce for a Wastewater Collection System Study assumes the use of the GIS sewer database provided by RCAP Solutions (RCAP). In June 2022, RCAP obtained the previously developed GIS sewer database by CDM Smith that included pipe diameters, a manhole naming convention, and some integration of record / as-built drawings most importantly including accurate pipe connectivity of the Avenue A buffer line. Wright-Pierce has prepared this proposal letter for additional GIS sewer database assistance to coordinate and integrate our field knowledge of your sewer system with the RCAP and CDM Smith databases. Our scope of work will update the RCAP GIS sewer database to include the CDM GIS sewer database and to integrate / reconcile data based only on field investigations conducted in our current project's agreement.

The proposed scope of work, schedule, and fee for the additional GIS sewer database assistance is summarized below.

Scope of Work

The additional GIS Sewer database assistance scope of work will include the following tasks:

1. Update the RCAP sewer database by integrating CDM Smith's pipe data and by integrating Wright-Pierce's current knowledge of pipe connectivity based on fieldwork performed for the current Project in Spring through Fall 2022. Provide naming convention for manholes based on RCAP's database and also add CDM Smith's naming convention to pair up other data that was available from CDM Smith but not available from RCAP's database (i.e. pipe diameters).
2. Update the GIS sewer database with asset inventory data collected in the field in June 2022 specifically on the area of the sewer system to be developed into a hydraulic model. (This includes manhole rim elevations, invert elevations or depths, pipe size, and pipe materials.) Manhole rim elevations were obtained by Wright-Pierce using a Trimble R2 RTK GPS and are generally accurate to within +/- 0.2' vertical accuracy.

7/15/2022

Mr. Ellis

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3. Update the sewer database if needed based on Wright-Pierce's pipe diameter measurements from flow isolations and manhole inspections conducted in Spring through Fall 2022 as part of our current project Agreement's scope of work.
4. Provide an updated GIS geodatabase to the Town of Montague.
5. Provide a PDF electronic map book, two 36"x24" full-size sewer collection maps, and two 11"x17" sewer collection map books for the convenience of Town of Montague WPCF and DPW staff.

Proposed Fee and Schedule

Wright-Pierce will invoice on a time-basis with a not to exceed amount of \$10,000 for this scope of work. Wright-Pierce will provide an updated electronic geodatabase to the Town of Montague by December 31st, 2023.

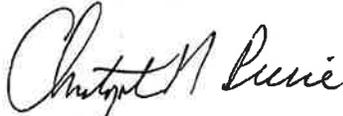
Amendment to Existing Agreement

After review and acceptance of this proposal letter, Wright-Pierce will prepare an amendment to the existing Agreement dated March 21st, 2022, for this scope of work to be conducted.

We appreciate the opportunity to provide additional services to the Town on this important asset management initiative. Should you have any questions or require additional information, please feel free to call Lisa directly.

Sincerely,

WRIGHT-PIERCE



Chris N. Pierce, PE

Vice President

christopher.pierce@wright-pierce.com



Lisa M. Muscanell-DePaola, PE

Project Manager

lisa.muscanell@wright-pierce.com

CC: Tom Bergeron, DPW Superintendent
Chelsey Little, WPCF Superintendent
Walter Ramsey, Town Planner

7

**LICENSE FOR EXTENDED USE OF PUBLIC PROPERTY FOR
OUTDOOR RETAIL AND DINING
COVID-19 EMERGENCY MEASURES**

Name of Business: Brick & Feather Brewery
Address: 78 11th Street, Turners Falls
Owner Name: Lawrence George
Owner Phone: 617-913-2612
Owner Email: brickandfeatherbrewery@gmail.com
Manager Name: Lawrence George
Manager Phone: SAME
Manager Email: _____

Intended Use

- Dining: Outdoor food services without alcohol
- Dining: Outdoor ~~food services with~~ alcohol (Actual component must be approved by state ABCC)
- Retail: Sale of material goods or services

Is a temporary tent or similar structure proposed?

- Yes
- No

Does the plan require the use of a public parking space(s)?

- Yes, plans require use of ___ spaces
- No - only our private parking

Does the plan maintain a minimum of 3ft width ADA clearance on public sidewalks?

If No, please contact the Planning Department to develop a plan to ensure ADA compliance.

- Yes
- No

Requested term of license period: Start Date: 9/1/22 End Date: 4/1/23

Latest expected/available end date is April 1, 2023.

Expected days of week and hours of outdoor operation (no outdoor operations after 10pm):

Thursday / Friday : 4-8pm
Saturday : 12-9pm
Sunday : 12-6pm

Daily maintenance and cleaning plan:

Entire seating area will be broken down and cleaned at end of day.

Plan for securing fixtures during evening and closed hours:

All fixtures will be removed from site at end of day.

Required Attachments:

- ✓ • **Area Plan:** Provide a neatly drawn schematic depicting the precise area of the proposed outdoor dining or retail area, the arrangement of outdoor furniture, perimeter fencing, café umbrellas, outdoor heaters, and any other equipment. Areas designated for pick-up of takeout food or retail products shall also be shown. Table sets (tables including their chairs) shall be separated by at least six feet when patrons are seated. Take-out food pickup shall be a minimum of six feet from patron seating.
- ✓ • **Insurance:** The Applicant shall provide a Certificate of Insurance meeting the requirements set forth in the Rules and Regulations for Outdoor Retail and Dining.
- **Permits and Approvals:** If the Applicant intends to erect any tents or structures, the applicant shall consult with the Building Department and comply with permit requirements, if any, before they are erected.
- 7 • **Tax Certificate:** The Applicant shall receive certification from the Tax Collector demonstrating that neither the Applicant nor the owner of the indoor premises (if different) has any past due taxes, fees, or assessments owed to the Town of Montague. No License shall be issued unless the applicant and property owner are current on all taxes, fees, and assessments.
- ✓ • **Acknowledgments of Rules and Regulations:** The Applicant shall acknowledge receipt of the Rules and Regulations for Outdoor Retail and Dining and its intent to be bound by and comply with all such Rules and Regulations.

I HEREBY CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE AND THAT I AM DULY AUTHORIZED TO ENTER INTO BINDING AGREEMENTS IN BEHALF OF THE APPLICANT.

Owner Signature: 
Name (printed): Lawrence George
Date: 8/11/22

(If different from Business owner)

Landlord signature: SEE ATTACHED DOCUMENT
Name (printed): _____
Date: _____

APPROVAL BY SELECTBOARD or Designee:

Selectboard Chair or Designee

Date

ADDITIONAL APPROVALS AS NECESSARY

- Town Administrator/ ADA Officer
- Health Director
- Police Chief
- Fire Chief
- Building Inspector
- Town Planner






Town Use Only

Town Internal Routing, with approval received as necessary:

- Selectboard's Office
- Town Administrator/ ADA Officer
- Health Director
- Police Chief
- Fire Chief
- Building Inspector
- Town Planner

seating
49 total allowed

34 inside
12 outside

46 seats, inside + out

must have enough space
inside biergarten for a
wheel chair to move
around (at least 3')

Christian S. Couture

Brick & Feather Brewery
78 Eleventh St
Turners Falls, MA 01376

Tuesday, June 07, 2022

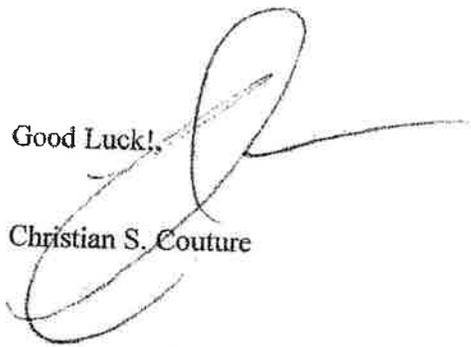
Subject: Flexible Biergarten

Dear Lawrence,

You have my permission to implement the Biergarten as shown in your layouts. Obviously you will be responsible for any potential problems that may arise as result. As I mentioned, the atrium may serve useful to you in this project just let me know.

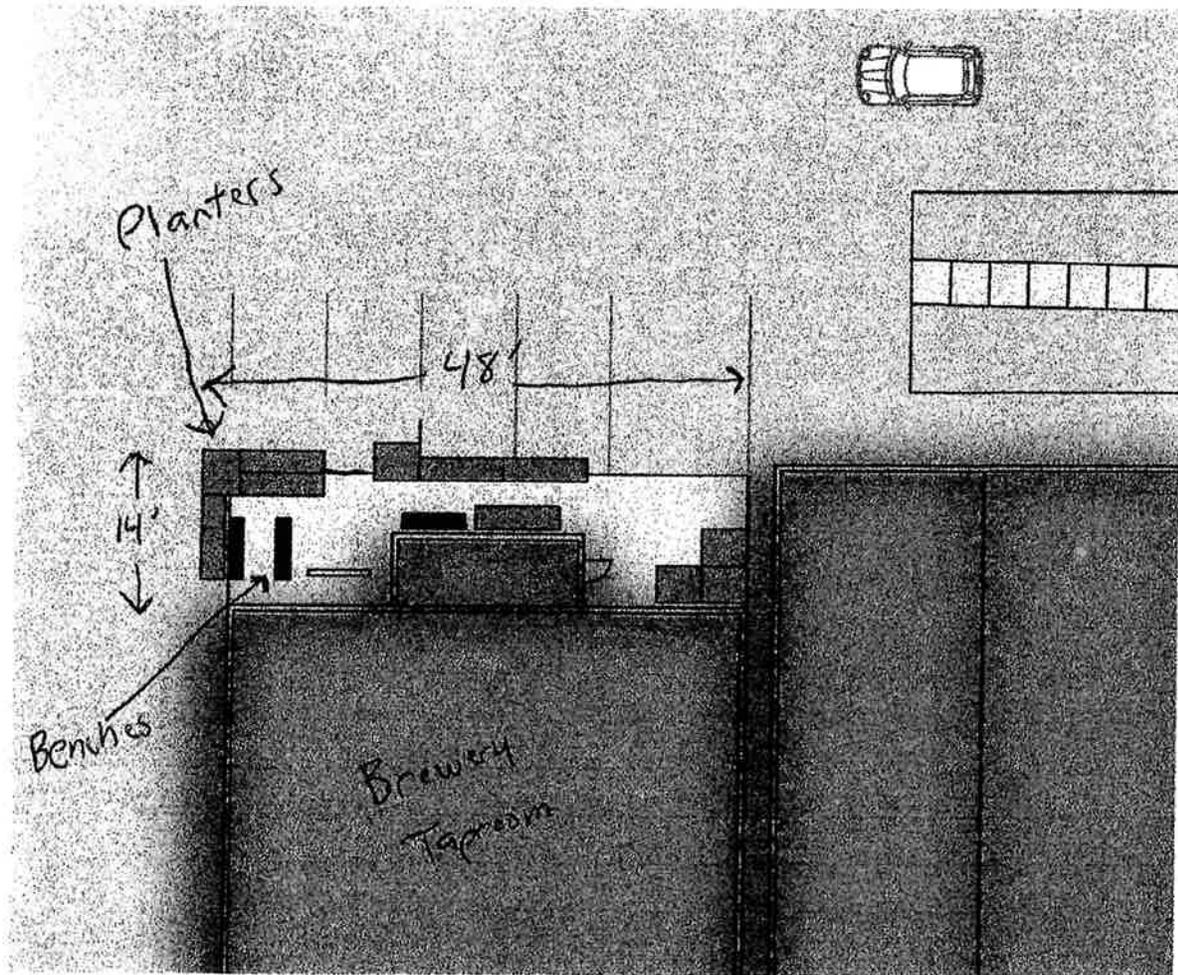
Good Luck!

Christian S. Couture



P.O. Box 270 - Turners Falls, MA. 01376
Phone (413) 863-4346 Fax (413) 863-3740
chris@couturebros.com

Brick & Feather - proposed seating v.2

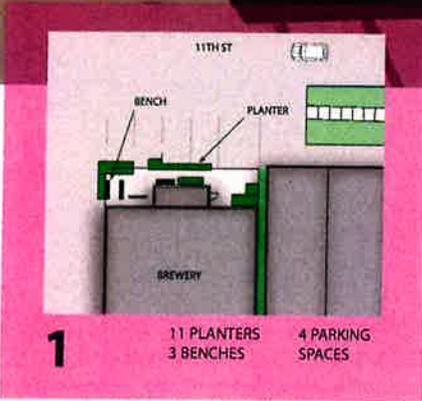


3 benches x 4 seats each = 12 seats

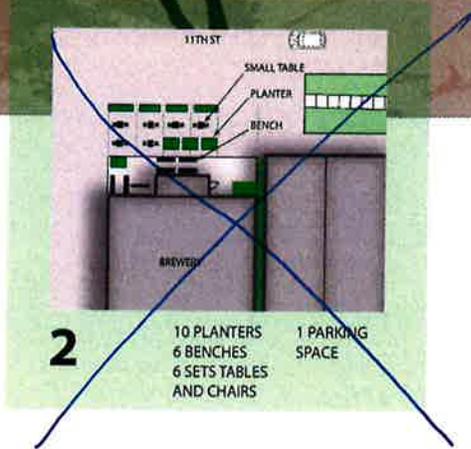
FLEXIBLE BIERGARTEN

This proposal envisions a seasonal parklet at Brick and Feather Brewery. Using moveable wooden benches and planters, this parklet can be reconfigured in myriad ways to fit the expected demand of the day, or to preserve more or less of the parking spaces adjacent to the brewery's front door.

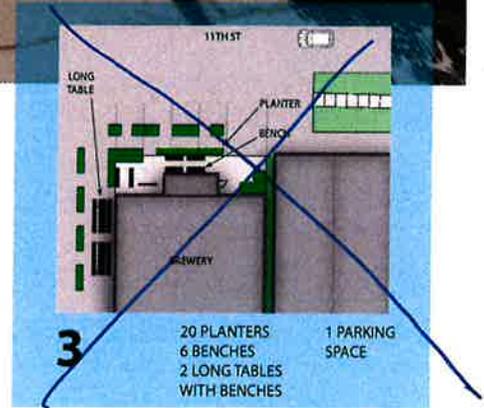
A planting plan dominated by annuals contributes to the parklet's seasonality and impermanence. As annual herbs and flowers change rapidly throughout the growing season, the garden is a representation of the dynamic nature of the seasons. In addition, annuals die back in the fall, making winter storage of the parklet easy and maintenance free.



PETER WACKERNAGEL



PROTEAN GARDEN



1.27.21

RULES AND REGULATIONS

LICENSE FOR EXTENDED USE OF PUBLIC PROPERTY FOR OUTDOOR RETAIL AND DINING

All Temporary Licenses for Use of Public Property for Outdoor Retail or Dining shall be subject to the following Rules and Regulations:

1. Licensees wishing to expand their premises to include outdoor dining areas on Town-owned land, shall make written application to the Selectboard and shall receive the approval of the Board or its authorized agent prior to using any outdoor space.
2. The applicant shall provide a neatly drawn schematic plan depicting the precise area of the proposed outdoor dining or retail area, the arrangement of outdoor furniture, perimeter fencing, café umbrellas, outdoor heaters, and any other equipment. Areas designated for picking up take-out food or retail products shall also be shown on the plan. Tables/chairs, clothing racks or shelves shall be separated by at least six feet to provide for social distancing. Take-out food pickup shall also be a minimum of six feet from patron seating areas.
3. The use of the Town's property shall be limited to the area designated in the plan and the Licensee shall not allow its operations to encroach upon any other portion of the Town's property, and such use shall not interfere with the use of other public sidewalks or parking areas by members of the public.
4. Approval to use an outdoor area shall not result in an increase in the total number of seats authorized for a food service establishment unless such increase is approved by the Board of Health for food and the Selectboard/ABCC for alcohol; such that the number of seats permitted inside the establishment shall be reduced by the number of seats allowed outside the establishment.
5. Outdoor food preparation shall not be allowed unless separately and formally authorized by the Board of Health.
6. The Licensee and property owner shall be current on all taxes and fees owed to the Town and shall not be subject to any outstanding suspensions or enforcement orders.
7. If the establishment intends to serve alcohol in the outdoor area, the permit holder shall apply for and receive approval of an alteration of premises from the Selectboard and the ABCC (unless a change in law provides an exemption from this requirement).
8. If the establishment intends to use the outdoor area for entertainment, the permit holder shall obtain a permit from the Selectboard.
9. The outdoor area shall physically abut the primary premises, such that staff and patrons shall not have to cross streets, private property or parking lots to access the outdoor area.

RULES AND REGULATIONS

10. For Licensees that intend to sell alcohol, the outdoor area shall be physically designated with ropes, fencing or other barriers and no space outside the designated area shall be used for the service of alcohol.
11. The Licensee shall comply with and enforce all rules, orders and guidance of the Governor, the Department of Public Health and the Town of Montague Board of Health relative to COVID-19 safety measures, including but not limited to gathering size limits and face covering requirements.
12. The Licensee shall be solely responsible for cleaning the outdoor area and securing tables, chairs and equipment when the area is not in use.
13. The Business Owner shall carry Workers' Compensation Insurance as required by the Commonwealth of Massachusetts for all employees and those of its contractors and/or subcontractors, as well as **Commercial General Liability in the amount of \$1,000,000 individual and \$2,000,000 aggregate**. The Town shall be specifically named as an "additional insured" for General Liability coverage and for Liquor Liability coverage, where applicable. Business Owner shall furnish a certificate of insurance to the Town prior to commencing activities on the public space. Insurance shall be maintained for the full term of this license and where such insurance is renewed or replaced the Owner shall furnish the Town with a certificate of insurance evidencing the same.
14. Licensee acknowledges and agrees that certain discretionary permits, licenses and approvals will be required to serve alcohol and/or food in the outdoor area and that nothing herein shall be deemed to waive Licensee's obligations to apply for and comply with all such permits, approvals and conditions governing the use of the outdoor area and the Town does not hereby guarantee that any such permits, licenses or approvals will be granted. The Town will waive its own fees for permits deemed essential to establishing and maintaining the outdoor operation.
15. Licensee shall not make any major or permanent improvements or construction upon the Premises, and Licensee expressly agrees to restore the Premises as closely as practical to their condition prior to the exercise of Licensee's rights, immediately after they are disturbed by the Licensee.
16. Licensee shall ensure that all structures comprising the Premises, including but not limited to chairs, tables, fencing, bollards and planters will be easily removed during at the expiration of this License. All such items shall be removed no later than the last effective date of this License.
17. Licensor makes no representation as to the operation, presence, or adequacy of any utilities and Licensor has no obligation to supply any such utilities to the Premises.
18. Licensee shall at all times comply with all applicable laws, statutes, ordinances, regulations, permits, licenses, orders and requirements of governmental authorities and with all requirements of its insurance policies.

RULES AND REGULATIONS

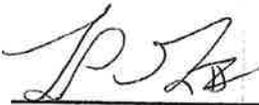
19. Licensee shall neither cause nor suffer any waste of the Premises, and shall maintain the Premises in good order at all times. The Licensee's responsibilities shall include the restoration or repair of any and all damage to the Premises or the Property resulting from any act, failure to act or negligence of the Licensee. This obligation shall survive the termination of the License.
20. Licensee shall maintain the Premises in a sanitary condition and shall follow all directions of Town with regard to the collection and disposal of refuse or debris.
21. The Town is not responsible for the security of the Premises, which shall be the sole responsibility of Licensee, during the times that Licensee is using or occupying the Premises under this License.
22. Licensee shall be solely responsible for any and all costs, expenses, damages and liabilities associated with the exercise of its rights under this License.
23. Licensee shall not conduct any operations upon the Premises except for those that are expressly authorized by the terms of the License.
24. Licensee agrees that it shall use and occupy the Premises at its own risk, and the Licensor shall not be liable to Licensee for any injury or death to persons entering the Premises pursuant to the License, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through any of them, that are brought upon the Premises pursuant to the License, except if such injury, death, loss or damages is caused by the willful act or gross negligence of Licensor, or its employees, agents, contractors or invitees.
25. Licensee agrees to indemnify, defend and hold harmless the Licensor against any claim by any person for any injury or death to persons or loss or damage to or diminution in value of any property occurring upon the Premises or the Property or relating in any way to Licensee's exercise of its rights under this license.
26. The Town reserves the right and the Licensee shall permit the Town and its employees, contractors, agents and invitees to enter upon and use the Premises at any time and for any and all purposes at Licensor's sole discretion, provided that Licensor's use shall not interfere with Licensee's use.
27. This License is terminable at any time by the Town for any violation of these Rules and Regulations or any other applicable law or for convenience.
28. This License shall not be construed as creating or vesting in Licensee any estate in the Premises or Property or any interest in real property.
29. This License may not be modified except in writing, duly executed by both parties.
30. If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided,

RULES AND REGULATIONS

however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

31. All other regulations and permit conditions, including hours of operation, for the indoor business premises shall remain in effect and shall apply to the outdoor premises.
32. The Selectboard reserves the right to impose additional requirements on a case-by-case basis as may be necessary to protect public health, safety and welfare.

I, Lawrence George, hereby acknowledge that I have received and that I have read the foregoing Rules and Regulations for Temporary Use of Property for Outdoor Retail and Dining, and that I will comply with all requirements thereof.



Name:

8/12/22

Date:



Board of Selectmen Town of Montague

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

Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant Jesse Bay

Name of business/group sponsoring proposed event if applicable: In collaboration with Riverculture

If applicable, number of years your organization has been running this event in Montague? _____

Address 16 Taylor Heights, Montague, MA 01351

Contact phone (510) 387-0765 Contact email tangledmusic@gmail.com

FID _____

Dates of proposed event 9/24/22 Location: Peskeompskut Park Bandshell

Hours 4-7 Set Up: 2:30-4 Clean Up: 7-8:30

Approximate number of people expected to attend 50

What provisions will be made regarding clean up of site? A team of volunteers will be employed to help with cleanup

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other _____

Fully & specifically describe content of the proposed exhibition, show and/or amusements:
This will be a concert of music, featuring three musical groups: Myrtle St. Klezmer Band (from Greenfield), Ramon & Jessica (from Montague and Germany) and Caroline Davis (from New York City). The music will primarily be folk and klezmer music, and will be family friendly. The

music will be amplified using a small P.A. system. A merchandise table will be set up to sell CD's and t-shirts.

Fully & specifically describe the premises upon which the proposed event is to take place. The bands will perform in the band shell at the park. The audience will be seated on the lawn facing the bandshell.

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- merchandise
- food/beverage
- alcohol
- other services _____

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

I do not anticipate this event affecting public safety, health, and order. It's conceivable that parking spots would become scarce in the area during the concert. This is a family-friendly concert, and the audience will likely be friendly and agreeable!

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

None.

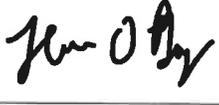
What provisions will be made regarding first aid and emergency medical care?
Several first aid kits will be on site.

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)
If so, at which locations? No.

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

I communicated with Wendy Bogusz, who suggested I request a reduction in the group liability to \$2 Million.

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant 

Date 8/9/22

License fees:
Monday – Saturday = \$25.00 per day
Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments



Date: 8-16-22

BOARD OF HEALTH – Approval / Comments

From: [Montague Assistant Planner](#)
To: [WendyB-Montague Selectboard](#)
Cc: tangledmusic@gmail.com
Subject: RiverCulture Sponsorship
Date: Thursday, August 18, 2022 4:54:37 PM

Hello Montague Select Board,

I have been working with Jesse Olsen Bay on a Klezmer event at the Peskeompskut Bandshell in September.

Kindly waive the fee normally associated with securing the venue, as the event is co-sponsored by RiverCulture.

Best,
Suzanne

Suzanne LoManto
Town of Montague
Assistant Planner
(P) 413-863-3200 Ext. 115

The Town of Montague is an Equal Opportunity Provider & Employer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Verify Insurance Services, Inc. DBA Thimble Insurance Services 174 West 4th Street, Suite 204 New York, NY 10014 https://support.thimble.com/	CONTACT NAME: THIMBLE https://support.thimble.com/	
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: support@thimble.com	
INSURED Jesse Bay 16 Taylor Heights Montague, MA 01351 tangledmusic@gmail.com	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Specialty Insurance Company	22608
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F: https://www.thimble.com/check-policy-status/		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	HBL-DEUBTF	09/24/2022 4:00 PM EDT	09/24/2022 8:00 PM EDT	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
							EACH OCCURRENCE \$ _____ AGGREGATE \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Number of Attendees: 50, Type of Event: Folk Music effective 09/24/22 04:00 PM EDT to 09/24/22 08:00 PM EDT

(con't on form Acord 101)

CERTIFICATE HOLDER Peskeomskut Park 1 Avenue A Montague, MA 01376	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Verify Insurance Services, Inc. DBA Thimble Insurance Services		NAMED INSURED Jesse Bay 16 Taylor Heights Montague, MA 01351 tangledmusic@gmail.com	
POLICY NUMBER HBL-DEUBTF		EFFECTIVE DATE: 09/24/2022 4:00 PM EDT	
CARRIER National Specialty Insurance Company	NAIC CODE 22608		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: Acord 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations (con't)

Episodic Coverage (THSN CG 02 03 02 21) for policy number HBL-DEUBTF until 09/24/2023 8:00 PM EDT

8

TOWN OF MONTAGUE
APPLICATION FOR AN ENTERTAINMENT LICENSE
SPECIAL AND REGULAR

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

Date of Application: 8/9/22 Date Approved: _____ Fee: _____

To the Local Licensing Authority:
The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 20 22
during the following hours:

Sunday	from:	to:	Thursday	from:	to:
Monday	from:	to:	Friday	from:	to:
Tuesday	from:	to:	Saturday	from: <u>4pm</u>	to: <u>7pm</u>
Wednesday	from:	to:	Legal Holiday	from:	to:

This is a "special entertainment permit" request? DATE: 9/24/22 yes no

- 9/25
RAIN
DATE

This is an annual renewal? yes no

1. NAME OF APPLICANT: JESSE BAY TELEPHONE: (510) 387-0965

2. D/B/A: _____

3. PREMISES: Perkeompskut Park BUSINESS PHONE: _____

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

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

Dancing by patrons ??? size of floor _____
 Instrumental Music number of instruments & amplifiers 5 instruments, 2 amplifiers
 Live Vocalists number of persons/type of show 3 - folk music
 Exhibition type _____
 Trade Show type _____
 Athletic Event type _____
 Play type _____
 Readings of Poetry or other _____
 New Years Eve "after midnight entertainment" _____

Indoors: Size of area to be used: _____ Allowed: _____ Number of People: _____ Allowed: _____
Outdoors: Size of area to be used: band-shell & lawn Available Parking: street
Alcohol to be served: _____

[Signature]
Applicant Signature

*****OFFICE USE ONLY*****

Board of Health	Date	Fire Department, Chief	Date
<u>[Signature]</u>	<u>8-15-22</u>		
Police Department, Chief	Date	Board of Selectmen, Chairman	Date
Inspector of Buildings	Date		

9

WendyB-Montague Selectboard

From: Airport - Bryan Camden
Sent: Thursday, August 18, 2022 10:29 AM
To: WendyB-Montague Selectboard
Subject: Airport Grant

This is for FAA federal grant AIP 3-25-0032-026-2022 totaling \$570,635.00. This is Phase 2 of the Pioneer Aviation property purchase grant.

Thanks,
Bryan
Turners Falls Municipal Airport
Airport Manager



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 27, 2022

Dear Mr. Ellis,

Congratulations! I am pleased to notify you that the Town of Montague has been awarded a Sustainable Materials Recovery Program grant for a mattress collection container in the amount of \$10,000. I want to thank you for your commitment to reducing waste and increasing recycling for the benefit of our communities and the environment.

Enclosed you will find further instructions from the Department of Environmental Protection on next steps. Please feel free to contact Rachel Smith at Rachel.Smith@mass.gov if you have any questions.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Charles D. Baker
Governor

Bethany A. Card
Secretary

Karyn E. Polito
Lieutenant Governor

Martin Suuberg
Commissioner

July 27, 2022

Steven Ellis
Town Administrator
Town of Montague
1 Avenue A
Turners Fall, MA 01376

Dear Mr. Ellis,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the Town of Montague a Sustainable Materials Recovery Program Municipal Grant. The Town of Montague will receive up to \$10,000 for a mattress collection container.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP.

The mattress recycling collection container grant will assist municipalities as they prepare for the upcoming waste disposal ban on mattresses, effective November 1, 2022.

In addition to this grant award, MassDEP has developed several materials to assist municipalities in complying with the waste ban and implementing mattress recycling programs. These resources include a detailed guidance document, fact sheets, case studies, and Frequently Asked Questions (FAQs) document; and are available at: <https://www.mass.gov/service-details/mattress-recycling>.

The terms and conditions of your grant are outlined in the attached document. This information has also been provided to the municipal recycling contact copied below. Should you have any questions, please contact Rachel.Smith@mass.gov.

Thank you for your continued commitment to recycling and waste reduction in Massachusetts.

Sincerely,

Martin Suuberg
Commissioner

cc: Jan Ameen, Executive Director Franklin County Solid Waste Management District

This information is available in alternate format. Contact Glynis Bugg at 617-348-4040.

TTY# MassRelay Service 1-800-439-2370

MassDEP Website: www.mass.gov/dep

Printed on Recycled Paper



Checklist for Mattress Collection Container Grant

This document contains important grant deadlines and requirements.

Instructions for the Municipal Recycling Contact:

- ➔ Fill out this checklist, have it signed by an authorized municipal official, and return it to MassDEP via email as soon as possible and no later than September 1, 2022. Once MassDEP has received your checklist, we'll send you a Grant Agreement.
- ➔ Return the signed Grant Agreement via email to MassDEP no later than October 1, 2022.
- ➔ You may purchase a container and begin collecting mattresses as soon as possible, but no later than January 1, 2023.
- ➔ Do not purchase a container until AFTER a Grant Agreement has been executed.
- ➔ **Funds for the collection container must be spent and invoices received by MassDEP no later than June 30, 2023.**

Grant Award Details:

This award is for up to \$10,000 in reimbursement for an approved mattress collection container.

STEP ONE: Program Approval

- The municipality has notified the MassDEP Regional Office and/or local Board of Health and received authorization, if required, to place the collection container and collect mattresses at its transfer station or conditionally exempt recycling facility.

STEP TWO: Contact Your Assigned Mattress Recycling Vendor

- The municipality has communicated with a mattress recycling vendor, discussed the container size/type, and confirmed that they can meet the operational needs of the facility. To find mattress recycling vendors on State Contract FAC90, please visit:

<https://www.commbuys.com/bs0/external/purchaseorder/poSummary.sdo?docId=PO-15-1045-BWP00-BWP01-00000005711&releaseNbr=0&parentUrl=contract>.

STEP THREE: Describe Your Collection Plan/Approach

- A. When do you intend to begin collecting mattresses at your facility? _____
Date
- B. Handling Procedures: Municipal staff will load mattresses into container
 Residents will self-load mattresses into container with staff oversight
 Other: Please describe _____
- C. Indicate the fee that will be charged to residents per piece for mattresses and box springs collected at a drop-off. If service will be free, write "no charge." _____



STEP FOUR: Collection Facility

Please provide information about the facility where you will collect mattresses.

Facility Name: _____

Facility Address: _____

Facility Type: _____

(i.e., transfer station, conditionally exempt recycling operation)

Hours of Operation _____

(Time, days)

STEP FIVE: Signature of Authorized Official

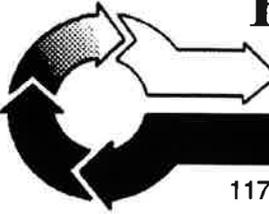
I have reviewed and am familiar with the information contained in this checklist. The information contained in this checklist is to the best of my knowledge true, accurate and complete. I am fully authorized to make this attestation on behalf of the Grantee municipality.

Print Name: _____ Title: _____

By: _____
(Signature) (Date)

To submit the completed Checklist, scan and email to Rachel.Smith@mass.gov no later than September 1, 2022

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



Franklin County Solid Waste Management District

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

Mattress Recycling Equipment Grant Information **Presented by Jan Ameen August 22, 2022**

Background

MassDEP has banned the disposal of mattresses effective November 1st. All mattresses and box springs, except for ones that are moldy, wet, soiled or infested, must be recycled by a vendor. Currently, all mattresses are put into the bulky waste rolloff container at the transfer station and the town pay \$35 each for disposal.

In FY22, the Montague Transfer Station shipped 189 mattresses for disposal.

DEP Equipment Grant

In June I applied for five grants for regional mattress collection equipment. Specifically, this grant provides up to \$10,000 to purchase a storage trailer so as not to pay the \$120/month rental fee. I applied on behalf of the towns which generate the largest number of mattresses: Bernardston, Colrain, Deerfield, Montague, and Wendell. All five grant applications were awarded in late July.

FCSWMD Program Design

The Solid Waste District is prepared to implement and manage a regional mattress recycling program at the above-mentioned transfer stations. I have contacted the closest mattress recycling vendor, Raw Materials Recycling (RMR) in Gardner. They are on state contract. RMR has new 20' storage trailers for sale for \$5200. Each site would receive a brand new trailer for mattress storage.

The sites receiving grants are spread through the county. Montague's site would most likely serve residents from part of Erving and Gill as well as Leverett residents. What I've seen at our regional "super sites" for oil and paint in Bernardston, Colrain, and Conway is that 90% or more of the participants are from the host town. The convenience for residents is afforded to the host town. Last fiscal year, Leverett shipped 50 mattresses and Erving shipped 35. Gill residents had to use either the District's one-day bulky waste collections or the Greenfield Transfer Station. (The Greenfield Transfer Station is an existing regional mattress recycling site for all Franklin County residents and will continue to serve in this capacity.)

The host town attendant would track the non-residents only, collect the fee and preferably assist with stacking the mattresses into the trailer. Depending on how neatly the mattresses are stacked, the trailer will hold at least 35 mattresses and up to 45 mattresses. The Solid Waste District would hold the contract with RMR. When a trailer is hauled the District would get the bill, review it for accuracy and then invoice the host town.

Estimated Costs

RMR charges \$225 per haul for Bernardston, Montague, and Wendell. At the low end of 35 mattresses that is approximately \$6.50 each. At the high end of 45 mattresses that is approximately \$5 each. The recycling fee is \$15 per mattress. Total cost ranges from \$20-\$22 each.

RMR charges \$325 per haul for Colrain and Deerfield. At the low end of 35 mattresses that is approximately \$10 each. At the high end of 45 mattresses that is approximately \$7 each. The recycling fee is \$15 per mattress. Total cost ranges from \$22-\$25 each.

To equalize the cost at all sites, the minimum charge would have to be \$25. The recommended price is \$30 to cover unanticipated costs. The District would also like to offer the host sites a "host fee." The host fee could be determined after 6 months of the program when revenue/expense is better understood.

Potential Issues

Most towns do not let non-residents use their transfer station. However, there are some towns that openly allow non-residents. Often towns are concerned about non-residents coming in and then taking advantage of other host town disposal/recycling services. The District's hazardous waste "Super Sites" have been in operation since 1997. They are hosted by Bernardston, Colrain, and Conway. Any resident in the District towns can use those sites for disposal of paint, used oil, antifreeze, and lamps. I have never had a complaint from those towns about non-residents wandering around or bringing items for the town's trash, etc. The District would provide very clear public educational materials indicating that the only service available is for mattress recycling (at the non-Super Site locations).

Next Steps

If the Selectboard accepts the DEP mattress recycling equipment grant, then I can submit the initial paperwork to DEP which is due by September 1st. DEP will then send a grant contract to the town for signature. Once that is signed I will work with RMR and Tom Bergeron on purchasing and placing the mattress storage trailer. I will draft all of the grant paperwork for the purchase of the trailer and assist the town in the grant process. The District will create public educational materials, tracking forms, and signage for the program. I will also monitor all mattress recycling locations and serve to remedy any issues that arise.

WendyB-Montague Selectboard

From: Walter Ramsey - Montague Planner
Sent: Wednesday, August 17, 2022 5:57 PM
To: WendyB-Montague Selectboard
Cc: StevenE - Montague Town Administrator
Subject: 8/22 SB items
Attachments: Rural Streets Program - MassDOT MOU with Municipalities - v.4.docx; Rural Streets Program MOU -Speed Feedback Signs v.3.docx; Downtown parking proposal draft 8.3.22.pdf; Berkshire Gas Letter (1).pdf

Hi Wendy,

I have four items to include on 8/17/2022. Plan for maybe 15- 20 mins

- Downtown Winter Emergency Parking Proposal
- Execute MOU for participation in MassDOT Rural Streets Program to receive free road safety signs and speed feedback signs from MassDOT
- Include First Street municipal lot (Assessors ID 04-0-0031) into Franklin County Regional Brownfields Assessment Program (Letter to follow tomorrow)
- Consider request from Franklin Regional Transit Authority to amend 8 Sandy lane Maintenance Facility MOU to remove obligation to install natural gas line on Sandy Lane (Steve may want this under him- PB recommendation to follow)

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



MONTAGUE PLANNING & CONSERVATION

ONE AVENUE A • TURNERS FALLS, MA 01376 •
413-863-3200 EXT 112 — PLANNER@MONTAGUE-MA.GOV

Downtown Turners Falls Snow Emergency Parking Proposal August 2022

Rationale for changing the Winter Overnight Parking Ban Policy:

- Need to ease the annual winter off-street parking crunch
- Slower traffic and protected sidewalks from parked cars make safer, livelier streets year round
- Reduce demand for off-street parking makes more space for yards/gardens/more housing on private lots
- Reduced demand for off-street parking on municipal lots open up parking space for customers and employees
- Improve quality of life for downtown residents
- Remove a barrier to housing growth in the downtown

This proposal was developed in response to a recommendation of the 2022 Downtown Turners Falls Parking Management Study and was developed in consultation with the Department of Public Works, Police Department, Selectboard's Office and the Planning Department and downtown stakeholders.

PROPOSAL: Downtown overnight parking ban only in effect during snow emergencies

Proposed Rule for 2022/2023: When a snow emergency is declared by the DPW Superintendent, no overnight parking is allowed on downtown streets between the hours of 11:00PM and 6:00AM. Vehicles may utilize parking on town streets during all other times including during overnight hours provided a snow emergency is not in effect.

Application:

- The town will notify residents via website, Code Red Text alerts, press release to media outlets, and social media platforms when the Snow Emergency is declared and again once the snow emergency has ended. (Note the Snow Emergency may be in effect before and after the actual snowfall times and may remain in effect as long as necessary)
- This regulation would apply only to downtown Turners Falls and specifically the area shown on the attached map. The map may be expanded or amended by the town in future years. The traditional winter parking ban would remain in effect for the rest of the town.
- Town would establish clear, complimentary, and consistent rules about snow removal of municipal lots (e.g, *Snow removal: No PARKING 11PM to 6AM on the evening following a declared snow emergency*).

- Due to the unique circumstances of the neighborhood, and based on community demand, on-street parking to be allowed in posted area of L Street on the south side between Prospect and 4th Street. Essentially parking would be allowed on one side of the street as it currently is.

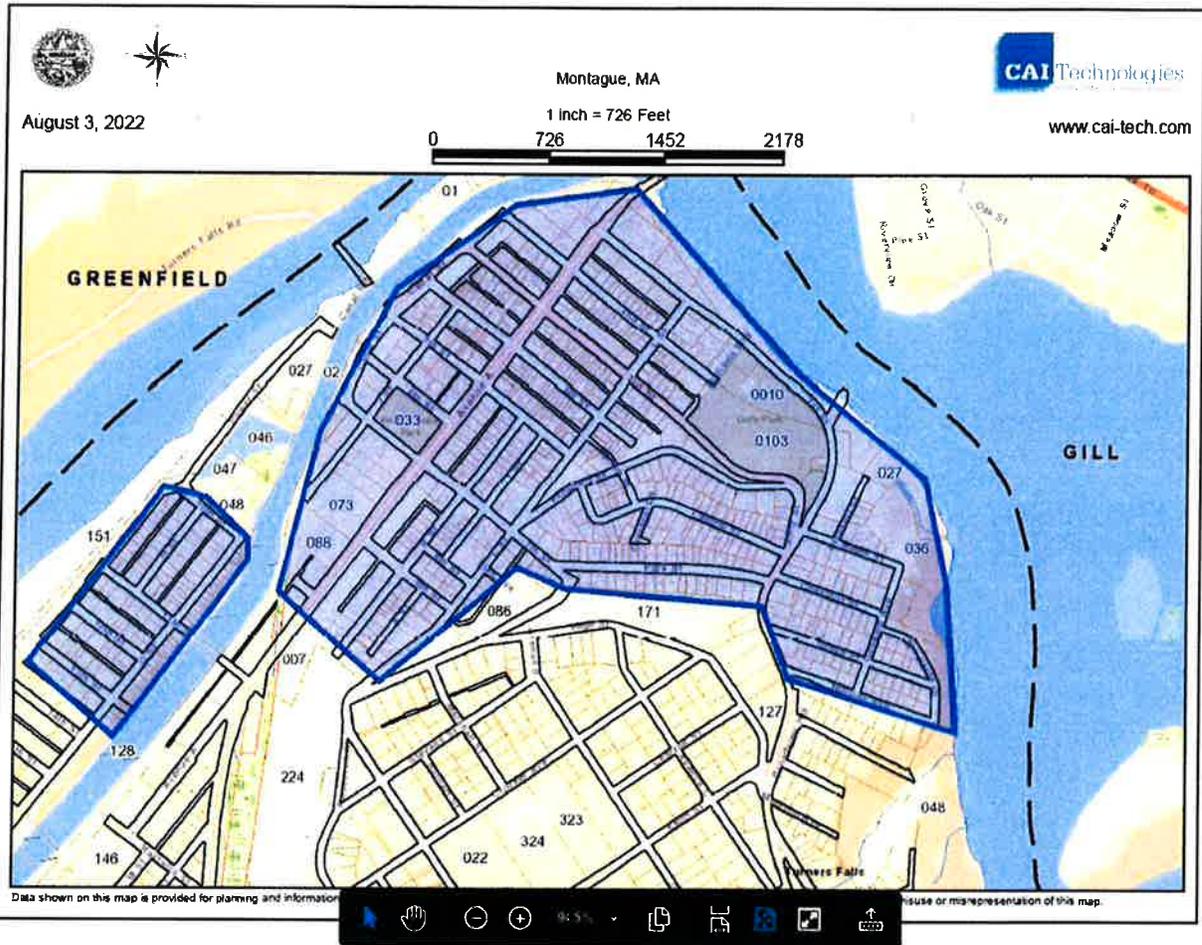
Benefits:

- Unlocks over 680 downtown on-street parking spaces for overnight use during the winter months
- Parking crunch in public lots would only occur during snow emergencies: snow emergency can be left in effect as long as required for DPW to safely clean the downtown streets.
- DPW would commit to plow lots during weekends, if necessary (DPW will always plow on the evening after a snow emergency is declared over)
- Policy could be scaled up or down to desired geography: Downtown Turners/ Millers Falls/ Town Wide.
- No permits required (limited administrative burden) and simply policy to enforce and understand (compared to other models)

Rollout Process

- Further consultation with downtown stakeholders
- Determine budget for signage and automated blue “snow emergency” flashing beacons
- Hearing to formally amend parking rules and regulations (if necessary)
- Replace signage at municipal lots (7 lots/ 20 signs). Update winter parking ban notice signs at town entrances. Install flashing beacons (if feasible)
- Develop internal protocol to determine snow emergency and the procedures for public notification
- Develop public outreach plan and informational materials
- Evaluate effectiveness after first snow emergency event

Proposed Boundary:

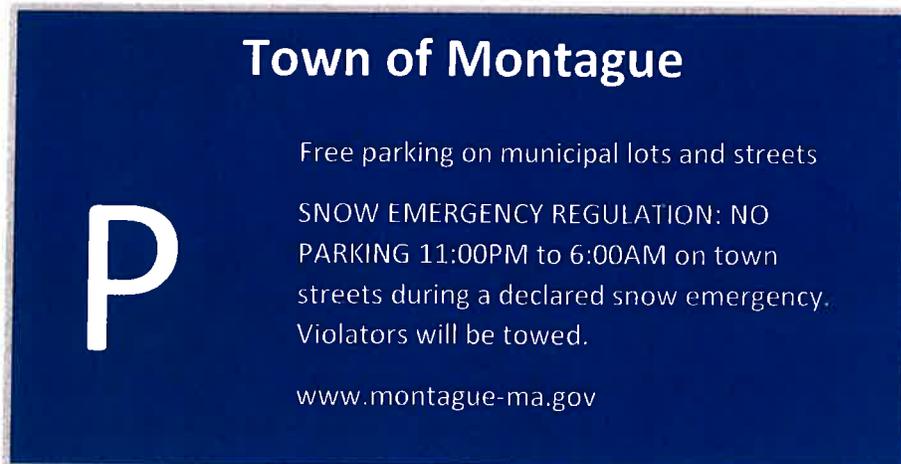


Inclusive of Park Street, Hillside Ave, X Street, and the Patch neighborhood

Example Parking Lot sign:



Example Gateway Sign:





Municipal Parking Lots/ Winter Emergency Lots

Turners Falls

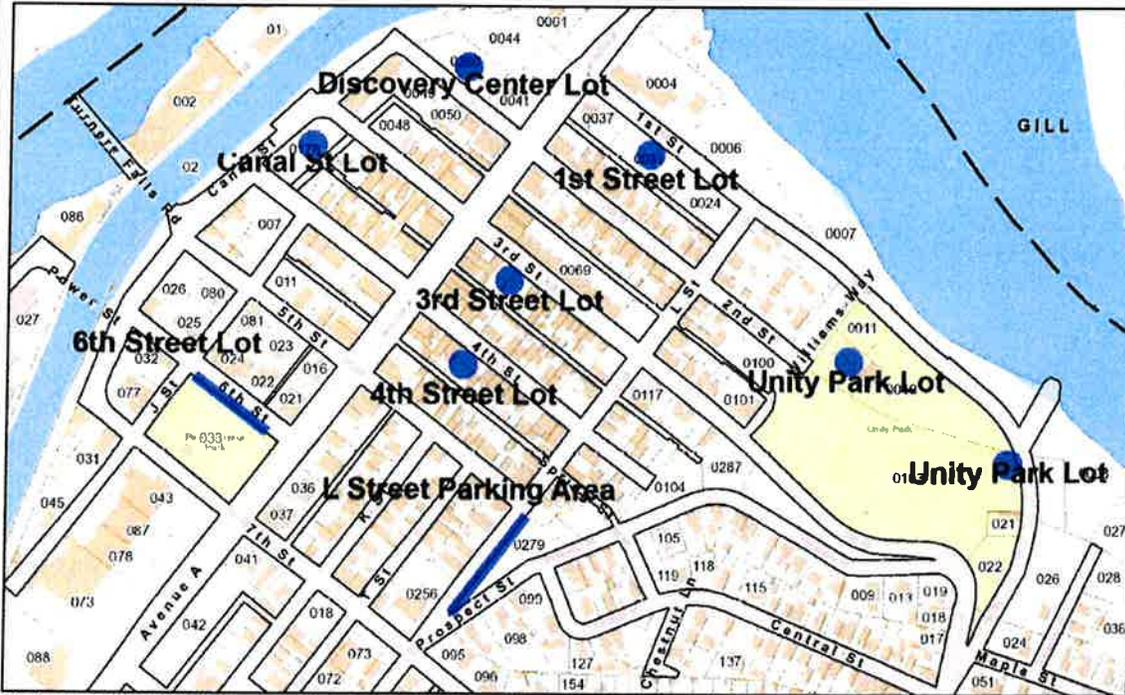


August 16, 2022

1 inch = 361 Feet

www.cai-tech.com

0 361 722 1083



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into as of this ____ day of _____, 20__ by and between the Massachusetts Department of Transportation, having offices at 10 Park Plaza, Boston, Massachusetts 02116 (“MassDOT”) and the CITY/TOWN of _____, a municipal corporation within the Commonwealth of Massachusetts, having offices at _____ (“Municipality”). Municipality and MassDOT may hereafter sometimes be collectively referred to as the “Parties” and individually as the “Party.”

WHEREAS, MassDOT has developed a program by which it provides municipalities with materials to install in rural municipally owned roadways as a tool to reduce run-of-the- road crashes to at high-risk locations in Districts 1 and 2 (“FoRRRwD Program”); and

WHEREAS, MassDOT, as part of its FoRRRwD Program, desires to provide Municipality with the materials described in Exhibit A (“Materials”) for installation in one or more municipally owned rural roadway(s); and

WHEREAS, the agreed upon location for the installation of each of the Materials is described in Exhibit B (“Locations”); and

WHEREAS, Municipality desires to participate in the FoRRRwD Program and has agreed to install the Materials at the Locations as described in Exhibit A and Exhibit B; and

WHEREAS, MassDOT and Municipality seek to confirm their respective rights and obligations in connection with the FoRRRwD Program as set forth in this MOU.

NOW, THEREFORE, in consideration of the premises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. **Materials.** MassDOT will provide the Materials to Municipality. MassDOT will fund the entire cost of the Materials (Exhibit A), including the cost of delivery to Municipality. Title to the Materials will pass to Municipality upon delivery.

It is understood and agreed that MassDOT’s procurement of the Materials is contingent upon availability and continued appropriation of federal funds, and if for any reason whatsoever, such funds are terminated or reduced or otherwise become unavailable, MassDOT may terminate this MOU in whole or in part immediately.

- 2. **Installation.** Municipality shall provide by its own employees, contractors, and/or

subcontractors all necessary labor and other services to install the Materials provided by MassDOT at the agreed upon Locations as described in Exhibit A and Exhibit B (“**Project**”). The Project shall be performed at its Municipality’s sole expense and shall be completed no later than three (3) months after the receipt of the Materials by Municipality. Should the Municipality fail to complete the Project within the time specified herein, Municipality shall promptly return the Materials to MassDOT and shall deliver to the materials to the location designated by MassDOT at its sole expense.

Municipality shall comply and require its employees, contractors, and subcontractors to comply all federal, state and local laws, rules, and regulations applicable to this Project. **Municipality agrees and acknowledges that the Materials must be installed within the public layout on a municipally owned roadway. Prior to installing the Materials, Municipality shall obtain any and all applicable permits, approvals, including local approvals, and/or clearances required by local and state agencies, commissions, or bodies necessary for the completion of the Project.**

Municipality is solely responsible for evaluating the specific site constraints for each Location and providing all necessary traffic control devices and/or police details necessary to safely complete the Project. Traffic control plans, signs, devices, and police details shall conform to the Official Standard of the Massachusetts Department of Transportation, Highway Division.

Upon the completion of the Project, Municipality shall provide MassDOT with photographic documentation of the installed Materials, along with documentation evidencing the date of installation.

3. **Future Maintenance.** Municipality shall, at its sole expense, be responsible for the maintenance and upkeep of the Materials used for the Project. MassDOT shall not be responsible for the replacement of the Materials at the end of their useful life. Notwithstanding anything contained herein to the contrary, this Section 4 shall survive any expiration or termination of this MOU.

4. **Term.** This MOU shall be effective as of the date of full execution by Municipality and MassDOT and, unless terminated earlier as provided herein or otherwise extended as provided herein, shall expire on _____ (“**Expiration Date**”).

Municipality may extend this MOU beyond the Expiration Date. Any request for an extension must be made in writing to MassDOT as soon as practicably possible, but not later than sixty (60) days prior to the MOU’s Expiration Date. Municipality’s request shall include a justification for the requested extension, the requested new expiration date, and any other information deemed necessary by MassDOT. MassDOT, in its sole

discretion, may agree and grant said request for an extension of time if it finds sufficient justification has been provided by Municipality.

5. **Termination.** This MOU may be terminated by mutual agreement of the Parties, upon such terms and conditions as the Parties may mutually agree upon. Such termination shall be effective in accordance with a written agreement by the Parties. Termination under this section shall not constitute a waiver of the rights of either Party to damages or other remedies related to this MOU, except to the extent that the mutual agreement terminating this MOU so specifies.

MassDOT may, by written notice to the Municipality, also terminate this MOU if the Municipality neglects or fails to comply with any provision of this MOU in accordance with its terms or within the time specified for performance herein, and Municipality fails to cure any such failure within thirty (30) calendar days after receipt of notice specifying such failure. In the event this MOU is terminated pursuant to this provision, MassDOT shall not be liable to the Municipality for any costs incurred or burdens assumed upon or subsequent to, and associated with, such termination.

6. **Compliance with Laws.** Municipality, in meeting its obligations hereunder, shall comply with all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances.
7. **Cooperation - Further Actions.** The Parties agree to cooperate and collaborate in good faith on all aspects of this MOU. Each of the Parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this MOU and as are consistent with the terms hereof.
8. **Indemnification.** To the extent permitted by the laws of the Commonwealth, Municipality shall indemnify, defend (at Municipality's sole expense and with counsel reasonably acceptable to MassDOT), and hold harmless MassDOT and all of MassDOT's officers, agents, and employees, from and against any and all suits, claims, proceedings, liabilities, losses damages, penalties, charges and expenses (including attorneys' fees and experts' fees) of every name and nature, based on or arising out of any actual or alleged loss or injury (including death) to persons or damage to real or tangible property that are caused or alleged to be caused, in whole or in part, by, or to arise out of the acts or omissions of, Municipality, or its employees, contractors, subcontractors, or agents, in its performance of the obligations set forth herein. This covenant shall survive the expiration of this MOU.
9. **Limitation on Damages.** Notwithstanding anything to the contrary contained in this MOU, in no event shall either Party be liable to the other for indirect, special, consequential or punitive damages of any nature or for any reason whatsoever.

10. **Consent.** Where, pursuant to this MOU, the consent or approval of one Party shall be required, requested or appropriate, such Party agrees that its consent or approval shall not be unreasonably withheld, delayed or conditioned except as expressly provided otherwise in this MOU.

11. **Successors and Assigns.** This MOU shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns. This MOU may not be assigned without the prior written consent of MassDOT.

12. **Notice.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices shall be addressed as follows:

If to MassDOT: Massachusetts Department of Transportation
Highway Division of Traffic & Safety Engineering
10 Park Plaza
Boston, MA 02116
Attention: _____

If to Municipality: _____

Attention: _____

or to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery.

13. **Authority.** The individuals executing this MOU represent that they are empowered and duly authorized to so execute this MOU on behalf of the Parties they represent.

14. **Miscellaneous.** This MOU represents the entire agreement between the Parties with respect to the subject matter hereof, superseding any prior oral or written agreements or understandings regarding the same, and any modification amendment or change to the terms and conditions hereof shall be binding only when expressed in writing and signed by both Parties hereto. This MOU may be signed in multiple counterparts each of which shall be deemed an original, but

all of which when taken together shall constitute one and the same instrument. This MOU shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its choice of law rules. If any provision or condition of this MOU shall be deemed invalid or unenforceable, the remaining provisions and conditions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Municipality and MassDOT have caused this MOU to be executed by their duly authorized officers or representatives as of the date first above written.

MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION

By: _____
Name:
Title:
Date:

MUNICIPALITY

By: _____
Name:
Title:
Date:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into as of this ____ day of _____, 20__ by and between the Massachusetts Department of Transportation, having offices at 10 Park Plaza, Boston, Massachusetts 02116 (“MassDOT”) and the CITY/TOWN of _____, a municipal corporation within the Commonwealth of Massachusetts, having offices at _____ (“Municipality”). Municipality and MassDOT may hereafter sometimes be collectively referred to as the “Parties” and individually as the “Party.”

RECITALS

WHEREAS, MassDOT has developed a program by which it provides municipalities with materials to be used on rural municipally owned roadways as a tool to reduce run-of-the- road crashes at high-risk locations in Districts 1 and 2 (“FoRRRwD Program”); and
and

WHEREAS, MassDOT, as part of its FoRRRwD Program, desires to provide Municipality with one or more battery-powered portable speed back signs as described in Exhibit A (“Sign” or “Signs”); and

WHEREAS, Municipality desires to participate in the FoRRRwD Program and has agreed to place the Signs in one or more of the municipally owned rural roadways identified in Exhibit B in accordance with the terms provided herein (“Locations”); and

WHEREAS, MassDOT and Municipality seek to confirm their respective rights and obligations in connection with the FoRRRwD Program as set forth in this MOU.

NOW, THEREFORE, in consideration of the premises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Signs.** MassDOT will provide one or more battery-powered portable speed feedback Signs described in Exhibit A to Municipality.
2. **Funding and Ownership.** MassDOT will fund the entire cost of the Signs, including the cost of delivery to Municipality. Title to the Signs will pass to Municipality upon delivery.

It is understood and agreed that MassDOT’s procurement of the Signs is contingent upon availability and continued appropriation of federal funds, and if for any reason whatsoever, such funds are terminated or reduced or otherwise become unavailable, MassDOT may terminate this MOU in whole or in part immediately.

3. **Operation and Maintenance.** Municipality, at its sole cost, assumes sole responsibility for the registration, installation, operation, maintenance, storage, disposal at the end of service life, and other handling of the Signs. Training of Municipality’s personnel on the operation of the Signs will be conducted by MassDOT and/or the vendor of the Signs, free of charge, at a MassDOT District Office to be designated. The Signs shall be maintained and operated in accordance with

the best standards for such devices and all power charges for the operation and/or functioning of the Signs shall be the responsibility of Municipality. Municipality shall not return the Signs to MassDOT at the end of this MOU (except as provided in Sections 2 and 7 regarding early termination) and MassDOT shall not be responsible for replacement of the Sign at the end of its service life.

Within one (1) year of delivery of the Sign to Municipality, Municipality will provide a brief written report to MassDOT describing Municipality's experiences [training, installation, data collection, removal, associated costs (including without limitation time spent) and benefits and any unintended consequences both positive and negative]. This report is separate from the data reporting requirements in Section 6.

4. **Location and Minimum Use of Sign.** While it is preferred by MassDOT that Municipality keep the Signs fully operational and in use at all times, Municipality agrees to keep each of the Signs fully operational and in use at least three (3) times per year during the term of this MOU. At each such time, Municipality shall ensure that the Sign is fully operational and in use for at least two (2) weeks.

At least once per year, Municipality shall place each Sign at a location identified in Exhibit B for the aforementioned two (2) week period. At all other times, Municipality may place the Signs on other roads within the Municipality. In the event that Municipality desires to place the Sign on a rural road or highway in Municipality that is owned by the Commonwealth of Massachusetts, Municipality shall first obtain an access permit from the applicable MassDOT District Office and comply with all related requirements.

5. **Use of Signs by Other Towns.** With prior written consent from MassDOT, Municipality shall have the ability to loan the Sign to a neighboring town for placement in an area of said town. If MassDOT's consent is granted, said town will be required to electronically deliver to MassDOT all data gathered from the Sign in accordance with Section 6 of this MOU and Municipality shall be responsible for all acts and omissions of the town in connection with said Sign. As part of its consent, MassDOT may require the town to execute an MOU.
6. **Data.** Municipality shall electronically deliver to MassDOT all data gathered from the Signs during the term of this MOU. Such data will be delivered to MassDOT in a form and manner acceptable to MassDOT (including without limitation in accordance with any information security protocols designated by MassDOT, if applicable), at such times to be mutually determined by the Parties but no less frequently than within one (1) month of removal of the Sign from a deployed location.

In order to evaluate the effect of the Signs on drivers' speeds, Municipality will gather data in the following manner for each location at which the Sign is placed:

- a. For the first three (3) days of Sign placement, the Sign will be turned on in order to gather data, but the speed feedback information will not be visible to drivers (i.e., sign is dark);
- b. Beginning on the fourth day, the speed feedback information will be visible to drivers;

c. Three (3) days prior to removal of the Sign from the location, the Sign will still be turned on, but the speed feedback information will not be visible to drivers.

7. **Term.** This MOU shall be effective as of the date of full execution by Municipality and MassDOT and, unless terminated earlier as provided herein or otherwise agreed in writing by the Parties, shall remain in full force and effect for a period of three (3) years. Either party shall have the right to terminate this MOU upon thirty (30) days' written notice to the other party.

In the event that Municipality terminates this MOU prior to the end of the 3-year term, Municipality shall, at its expense, return the Signs to the applicable MassDOT District Office.

8. **Compliance with Laws.** Municipality, in meeting its obligations hereunder, shall comply with all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances.

9. **Cooperation - Further Actions.** The Parties agree to cooperate and collaborate in good faith on all aspects of this MOU. Each of the Parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this MOU and as are consistent with the terms hereof.

10. **Indemnification.** To the extent permitted by the laws of the Commonwealth, Municipality shall indemnify, defend (at Municipality's sole expense and with counsel reasonably acceptable to MassDOT), and hold harmless MassDOT and all of MassDOT's officers, agents, and employees, from and against any and all suits, claims, proceedings, liabilities, losses damages, penalties, charges and expenses (including attorneys' fees and experts' fees) of every name and nature, based on or arising out of any actual or alleged loss or injury (including death) to persons or damage to real or tangible property that are caused or alleged to be caused, in whole or in part, by, or to arise out of the acts or omissions of, Municipality, or its employees, contractors, subcontractors, or agents, in its performance of the obligations set forth herein. This covenant shall survive the expiration of this MOU.

11. **Limitation on Damages.** Notwithstanding anything to the contrary contained in this MOU, in no event shall either Party be liable to the other for indirect, special, consequential or punitive damages of any nature or for any reason whatsoever.

12. **Consent.** Where, pursuant to this MOU, the consent or approval of one Party shall be required, requested or appropriate, such Party agrees that its consent or approval shall not be unreasonably withheld, delayed or conditioned except as expressly provided otherwise in this MOU.

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(c) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices shall be addressed as follows:

If to MassDOT: Massachusetts Department of Transportation
Highway Division of Traffic & Safety Engineering
10 Park Plaza
Boston, MA 02116
Attention: _____

With a copy to:

Massachusetts Department of Transportation
Office of the General Counsel
10 Park Plaza
Boston, MA 02116
Attention: General Counsel

If to Municipality: _____

Attention: _____

With a copy to:

Attention: _____

or to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery.

15. **Authority.** The individuals executing this MOU represent that they are empowered and duly authorized to so execute this MOU on behalf of the Parties they represent.
16. **Miscellaneous.** This MOU represents the entire agreement between the Parties with respect to the subject matter hereof, superseding any prior oral or written agreements or understandings regarding the same, and any modification amendment or change to the terms and conditions

hereof shall be binding only when expressed in writing and signed by both Parties hereto. This MOU may be signed in multiple counterparts each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. This MOU shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its choice of law rules. If any provision or condition of this MOU shall be deemed invalid or unenforceable, the remaining provisions and conditions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Municipality and MassDOT have caused this MOU to be executed by their duly authorized officers or representatives as of the date first above written.

MASSACHUSETTS DEPARTMENT
OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

11c



Montague Selectboard

1 Avenue A
Turners Falls, MA 01376

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

August 22, 2022

Jessica Atwood
Economic Development Program Manager
Franklin Regional Council of Governments
John W. Olver Transit Center
12 Olive Street, Suite 2
Greenfield, MA 01301

RE: Request to include First Street Lot into the Franklin County Regional Brownfields Program (Assessors Parcel ID 04-0-031)

Dear Ms. Atwood,

The Town of Montague Selectboard, upon the advice of the Montague Planning Department, hereby request environmental assessment assistance for a 0.65 acre municipal parcel on First Street in downtown Turners Falls.

On May 7 2022, Montague's Town Meeting voted to designate this property as a 40R Smart Growth Overlay Zoning District and also authorized the Selectboard to sell the First Street property for the purpose of developing low or moderate income housing. In effort to meet the housing production needs of the community, the Planning Board has identified this underutilized municipal overflow parking lot across from Town Hall as highly suitable for new downtown housing due to its proximity to Avenue A and the riverfront. The lot was historically used for worker housing through the early 1900's. The Town has owned the lot since 1963 and it has been used as an overflow parking area for Town Hall the last 50+ years.

Developing housing at this site was identified as a priority action item in the 2021 Downtown Turners Falls Rapid Recovery Plan. The plan concludes that more residents living downtown who are not cost-burdened by housing would have a positive outcome for the economic health and sustainability of the downtown.

Depending in the findings of an initial Phase I environmental investigation, the Town would intend to develop a request for proposals for the development of housing at this site. Thank you for considering inclusion of this property in the Franklin County Brownfields Program.

For the MONTAGUE SELECTBOARD,

Rich Kuklewicz
Chair, Montague Selectboard



**BERKSHIRE
GAS**

James E Peck
Manager of Gas Engineering

July 12, 2022

BW Construction Company

RE Franklin County Regional Transit Authority

To Whom It May Concern:

It has been brought to the attention of The Berkshire Gas Company ("Berkshire Gas"), that under your current contract for site work, you were requested to install approximately 600 feet of 4-inch gas main at the subject project site (Sandy Lane in Turners Falls, MA)

The natural gas industry is highly regulated and requires specific training, materials, and specifications to be followed to ensure the safety and reliable gas delivery to customers. All installations and contractors need to be approved by Berkshire Gas to ensure the strictest compliance.

Therefore, Berkshire Gas respectfully requests that all work being done on the above installation be stopped immediately. In addition, Berkshire Gas currently has a longstanding moratorium in place within its Eastern Division territory which prohibits any new customer additions to our distribution system.

Should you have any further questions please reach out to me directly. Thank you for your consideration.

Yours Sincerely,

James E. Peck

James E Peck
Manager of Gas Engineering

Montague Planning Board

One Avenue A, Turners Falls, MA 01376 (413) 863-3200 Ext 207 Email: planner@montague-ma.gov

Excerpts from 7/26/2022 DRAFT meeting minutes in reference to Sandy Lane Subdivision

Subdivision #2017-01 Sandy Lane: Design amendment request by Franklin Regional Transit Authority (FRTA) to remove natural gas line from approved Sandy Lane utility improvements.

FRTA provided the Planning Board with a letter from Berkshire Gas (BG) dated 7/12/22 asking the FRTA to halt construction of the planned 4" natural gas line along Sandy Lane. The line was planned to be installed but not connected (charged) to the gas main on Turnpike Road. The connection would happen at future date when the moratorium lifts. The natural gas line would benefit the current and future users of the Sandy Lane Industrial Area. The line is a component of a suite of permitted improvements to Sandy Lane including drainage, sewer, water, full depth reconstruction and sidewalks. According to BG, the line would need to be installed by BG contractors, and due to the longstanding moratorium, BG will not install new customer services. If FRTA installs the line as designed and permitted, BG won't charge the line as it is against the utilities policy and best practice. The improvement was previously permitted in Subdivision File 2017-01 and will require a vote from the Planning Board to amend the approved plans. Letter placed in DS#2017-01 file.

The following points were discussed by the Planning Board:

- A BG representative indicated to Town Admin Steve Ellis that he believes that Town could run a gas line along the side of the road in the future.
- The moratorium has been in place for at least 5 years and there is no sign of that changing. Many hoped it would be resolved by now.
- Ron Sicard (chair) believes that the Planning Board should accept the design amendment and allow the project to proceed without the natural gas line. It does appear that a line could be added in the future should the availability and demand for natural gas return.
- It was noted that the selectboard will have their own procedures to follow to amend the associated land covenants, but the Planning Board's purview is limited to the subdivision approval. The Board hopes that the Selectboard will agree with the Planning Board's position on this matter.

MOTION by Ron Sicard to accept the design amendment request by FRTA to remove natural gas line from approved Sandy Lane utility improvements in Subdivision File #2017-01. Seconded by E. Irving VOTE: Ron Sicard (AYE), Elizabeth Irving (AYE), George Cooke (AYE) MOTION PASSES UNANIMOUSLY 8:39pm.



12A

**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. 2
Project # 544-Avenue A Streetscape
TOWN OF MONTAGUE FY20 (6J)
AVENUE A STREETSCAPE PHASE III
Contractor: H. M. Nunes & Sons Construction, Inc.
82 Carmelinas Circle
Ludlow, MA 01056

Date: August 22, 2022

Original Contract Amount:	172,800.00
Change Order #1	5,890.00
Change Order #2	1,700.00
Total Contract	180,390.00
Total Paid to Date:	\$142,501
Balance:	37,889.00
This Invoice:	37,889.00
Balance:	-

Work Items Complete:

See attached invoice dated: August 4, 2022	FY2020 CDBG \$ 37,889.00
--	---

I reviewed this invoice on August 5, 2022, and found that the tasks have been completed, as noted. I recommend approval of this pay request for \$37,889.00.

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

PAYMENT APPLICATION

OWNER:
 City of Northampton
 170 Northampton Ave
 Northampton, MA 01060
 410-538-2100

PROJECT:
 NAME AND LOCATION
 PROJECT NO.
 DATE

CONTRACTOR:
 NAME AND LOCATION
 PROJECT NO.
 DATE

APPLICANT:
 NAME AND LOCATION
 PROJECT NO.
 DATE

DATE: 8/4/2022

PERIOD: 7/1/2022 - 8/31/2022

NET 30 DAYS: 9/10/2022

DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK
 Applicable to all payment applications.

CONTRACTOR: M.W. Nunes & Sons Construction, Inc.
 44 Haverhill Ave, Haverhill, MA 01830
 State: Massachusetts
 County: Franklin
 Subcontract and permits: None
 Authority: LUIS C. CIBRAO
 My Commission Expires: December 27, 2024

CONTRACT AMOUNT: \$72,800.00
SUM OF ALL CHANGE ORDERS: \$7,500.00
CURRENT CONTRACT AMOUNT: \$80,300.00
TOTAL COMPLETED AND STORED: \$70,300.00

RETAINAGE: \$0.00
TOTAL COMPLETED AND STORED LESS RETAINAGE: \$70,300.00
(LESS PREVIOUS PAYMENT APPLICATIONS): \$32,411.00
PAYMENT DUE: \$37,889.00

BALANCE TO COMPLETION: \$0.00



ARCHITECT'S CERTIFICATION
 Architect's signature below certifies that the work shown on this application is the work shown on the contract documents. The architect certifies that the work shown on this application is the work shown on the contract documents. The architect certifies that the work shown on this application is the work shown on the contract documents.

CERTIFIED AMOUNT: \$37,889.00

If the certified amount is different from the Payment due, you show's attach an explanation. Initials: [Signature]

Architect: Luis C. Cibrao
 Date: 8/4/2022

My Commission Expires: December 27, 2024

DESCRIPTION	AMOUNT	ADDITIONS	DEDUCTIONS
Contract Documents Approved	\$72,800.00		
Change Orders	\$7,500.00	\$7,500.00	
Subcontract and Permits	\$0.00		
Retainage	\$0.00		
TOTAL COMPLETED AND STORED	\$80,300.00		
Less: Previous Payment Applications	(\$42,411.00)		
PAYMENT DUE	\$37,889.00		
BALANCE TO COMPLETION	\$0.00		

CONTINUATION PAGE

PROJECT: 544 - Avenue A Streetscape
Avenue A Streetscape Improvements

APPLICATION #: 2
DATE OF APPLICATION: 08/03/2022
PERIOD THRU: 08/03/2022
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP (G / C)	I BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD						
1	Mobilization \$5,000.00 PER L.S.	1.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	
2	Excavation & Removals \$43,800.00 PER L.S.	1.00	\$43,800.00	\$43,800.00	\$0.00	\$0.00	\$0.00	\$43,800.00	100%	\$0.00	
3	Drainage & Site Preparation \$40,000.00 PER L.S.	1.00	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00	100%	\$0.00	
4	Concrete & Brick Paving \$65,000.00 PER L.S.	1.00	\$65,000.00	\$48,944.45	\$18,055.55	\$0.00	\$0.00	\$65,000.00	100%	\$0.00	
5	Granite Planters \$12,000.00 PER L.S.	1.00	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	
6	Restoration & Plantings \$3,000.00 PER L.S.	1.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	
7	Site Furnishings \$4,000.00 PER L.S.	1.00	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100%	\$0.00	
8	CO 1 - Additional Charges & Work \$5,890.00 PER L.S.	1.00	\$5,890.00	\$5,890.00	\$0.00	\$0.00	\$0.00	\$5,890.00	100%	\$0.00	
9	CO 2 - Additional Concrete Work \$1,700.00 PER L.S.	1.00	\$1,700.00	\$1,700.00	\$0.00	\$0.00	\$0.00	\$1,700.00	100%	\$0.00	
TOTALS			\$180,390.00	\$158,334.45	\$22,055.55	\$0.00	\$0.00	\$180,390.00	100%	\$0.00	

12B

CERTIFICATE OF FINAL COMPLETION

PROJECT: Avenue A Streetscape Phase III Construction Project; Avenue A, Turners Falls, MA

CONTRACTOR: H. M. Nunes & Sons Construction, Inc.

CONTRACT DATE: March 21, 2022

DATE OF FINAL COMPLETION: August 3, 2022

FINAL CERTIFICATION OF CONTRACTOR

I hereby certify that the work as identified in the Final Payment Request dated, August 3, 2022, for contract work for the Avenue A Streetscape Phase III Construction 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 Bid Documents.)

CONTRACTOR:
H. M. Nunes & Sons Construction, Inc.

DATE: _____

Signature

Title

FINAL ACCEPTANCE OF OWNER

I, as representative of the Owner, accept the above Final Certifications and authorize final payment in the amount of \$37,889.00

GRANT ADMINISTRATOR: FRANKLIN COUNTY
REGIONAL HOUSING & REDEVELOPMENT AUTHORITY

DATE: _____

Signature
Director of Community Development

LANDSCAPE ARCHITECT: BERKSHIRE DESIGN GROUP

DATE: _____

Signature

OWNER: TOWN OF MONTAGUE

DATE: _____

Signature
Chair, Selectboard

**Memorandum of Understanding (MOU)
between the Towns of
Gill, Erving, Montague and Northfield
and
the Franklin Regional Council of Governments**

This Agreement is made by and between the Franklin Regional Council of Governments (FRCOG), with its principal place of business at 12 Olive Street, Suite 2, Greenfield, MA 01301, and the Massachusetts Towns of Gill, Erving, Montague, and Northfield (Towns or Participating Towns).

WHEREAS, FRCOG is a membership-based organization comprised of all Franklin County Towns; and,

WHEREAS, the FRCOG serves the Towns by dealing with regional issues and needs that cross city, town, county, and even state boundaries through planning, policymaking, communication, coordination, advocacy, education, analysis, and technical assistance;

WHEREAS, all Participating Towns, acting through FRCOG, desire to engage the services of a qualified attorney for the purposes outlined in the Scope of Services (see Attachment A) and agree to work with the FRCOG to share legal services; and

NOW, THEREFORE, FRCOG agrees to work cooperatively with the Towns to complete the Scope of Services, including technical and procurement assistance provided by the FRCOG, within the parameters of the following Articles:

ARTICLE 1: SCOPE OF SERVICES

The Franklin Regional Council of Government (FRCOG) will coordinate legal services and share in the expense with the Participating Towns for legal assistance related to the FERC Relicensing of Northfield Mountain and Turners Falls Hydroelectric Facilities.

Legal services will be provided by Ronald Shems, an Attorney with Tarrant, Gillies & Shems, LLP, based in Vermont. Attorney Shems has significant experience with the FERC relicensing process for hydroelectric facilities. Legal Counsel will conduct the work outlined in Attachment A - Scope of Services. FRCOG will provide direction and oversee the work of the Attorney. Any specific request for legal services related to this MOU should be submitted to the FRCOG.

ARTICLE 2: TERM OF MEMORANDUM OF UNDERSTANDING

The term of the MOU will be from August 15, 2022 through September 30, 2023.

ARTICLE 3: PAYMENT TERMS

Towns will pay the Franklin Regional Council of Governments \$2,500 (two thousand five hundred dollars) each, for a total of \$10,000 (ten thousand dollars) at the time of signing. Such amount will be placed in a special account to draw from to pay legal expenses. Reporting on expenses will be made to the Towns quarterly by FRCOG Staff. Any unspent funding remaining after September 30, 2023 will be distributed to the Participating Towns in equal amounts unless the term and/or scope of this Agreement is extended and/or modified. The FRCOG has committed \$10,000 towards the shared legal services. All expenditures will be shared on a 50%-50% basis with the Participating Towns.

ARTICLE 4: AMENDMENTS/MODIFICATIONS

Modifications to this contract shall not be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with the provisions of this MOU, and all other regulations and requirements of law.

ARTICLE 5: INDEMNITY

The Participating Towns shall indemnify and hold the FRCOG harmless with respect to any and all public liability and third party losses, damages, costs, or expenses for bodily injury or damage to real or tangible personal property sustained by the FRCOG arising out of the provision of services for the Towns under this Agreement. By entering into this agreement, the FRCOG and the Towns have not waived any governmental immunity that may be granted to them by operation of law.

The Participating Towns acknowledge that work completed under this MOU may not result in a positive outcome with respect to the decisions made by the FERC and/or MassDEP and shall hold the FRCOG harmless.

ARTICLE 6: FORCE MAJEURE

Neither the Towns nor the FRCOG shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are not limited to: acts of God or the enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this Article, provided that the party whose

performance is affected notifies the other promptly of the existence and nature of such delay.

ARTICLE 7: SEVERABILITY & APPLICABLE LAW

In the event that any provision of this Agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above, shall continue in full force and effect and shall be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

ARTICLE 8: ASSIGNABILITY

Participating Towns shall not assign any interest in this MOU, and shall not transfer any interest in the same, without prior written consent of the FRCOG.

ARTICLE 9: CONFLICT OF INTEREST

No officer, employee, agent, or member of FRCOG or a Participating Town shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of FRCOG or a Participating Town, whether such interest is direct or indirect. FRCOG and Participating Towns shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

ARTICLE 11: NON DISCRIMINATION

The Towns and the FRCOG shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

ARTICLE 12: GOVERNING LAW

This MOU shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE 13: VIOLATION OF LAW

Participating Towns and the FRCOG shall strictly observe and comply with all federal, state and local laws and regulations which may govern the work to be performed as herein specified.

ARTICLE 14: AVAILABILITY OF FUNDS

The legal services provided by this MOU is subject to the availability of Town funds provided to the FRCOG.

ARTICLE 15: MARGINAL HEADINGS, PRONOUNS

The marginal headings used in this MOU are for convenience only and shall not be deemed to be a binding portion of this MOU. The pronouns he, she, or it, are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

ARTICLE 16: ENTIRE UNDERSTANDING

This MOU, together with all documents included by reference herein, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

IN WITNESS WHEREOF, the FRCOG and the Towns have caused this Memorandum of Understanding to be executed by their respective authorized officers.

FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

Executive Director
Linda L. Dunlavy

Date

TOWN OF GILL

Select Board, Chair

Date

TOWN OF ERVING

Select Board, Chair

Date

TOWN OF MONTAGUE

Select Board, Chair

Date

TOWN OF NORTHFIELD

Select Board, Chair

Date

The Franklin Regional Council of Governments (FRCOG) does not discriminate on the basis of disability with respect to admission to, access to, or operation of its programs, services or activities. Individuals who need auxiliary aids for effective communication with respect to programs and services of the FRCOG should contact the American with Disabilities Act (ADA) Compliance Coordinator civilrights@frcog.org.

For FRCOG Use Only

MOU Reviewed by Finance: cem, 8/4/22 Account Line # 01-010

MOU Reviewed by Procurement : aw 8/4/22



Franklin Regional Council of Governments

ATTACHMENT A

LEGAL COUNSEL SCOPE OF SERVICES FERC RELICENSING OF THE NORTHFIELD MOUNTAIN PUMPED STORAGE (FERC Project No. 2485) AND TURNERS FALLS HYDROELECTRIC (FERC Project No. 1889) PROJECTS

Legal Counsel shall provide the following professional services:

- 1) Review and provide written comments on FirstLight's proposed Settlement Agreement and related Articles of the License to protect the regional and local interests of the FRCOG and host communities (towns of Northfield, Gill, Montague and Erving) including: (1) improvement to and maintenance of recreation facilities; (2) mitigation of erosion; (3) prevention of impairment to water quality and loss of farmland and cultural/archeological resources; and (4) protection/restoration of historic resources.
- 2) Review and provide written comments and recommendations for changes to FirstLight's proposed Off-License Agreements governing certain recreational facilities and other interests of concern in 1).
- 3) Review and provide recommended changes to any counterproposals prepared by the FRCOG or towns.
- 4) If erosion is not satisfactorily addressed by the Settlement Agreement and/or related Off-License Agreement, provide a legal opinion about whether to sign the Settlement Agreement or not.
- 5) Review and provide comments on any motions to intervene and comment prepared by the FRCOG and/or the towns to be submitted to FERC.
- 6) Review and provide comments to Massachusetts Department of Environmental Protection (MassDEP) on the 401 Water Quality Certificate and associated materials.
- 7) Hold 1-2 joint meetings with FRCOG and participating towns to discuss recommendations and answer questions.

Deliverables:

- 1) Written comments and recommendations for potential changes to the Settlement Agreement and License Articles proposed by FirstLight.
- 2) Written comments and recommendations for changes to the Off-License Agreements proposed by FirstLight to protect FRCOG and town interests.

- 3) Review and provide recommended changes on any counterproposals by FRCOG or the towns.
- 4) If erosion issue is not satisfactorily addressed, an opinion should be provided addressing whether signing the Settlement Agreement will impair our ability to request that FERC and/or MassDEP require FirstLight to mitigate the damage to natural and cultural resources from erosion caused by the operation of the pumped storage facility.
- 5) Review and provide written comments on a motion to intervene and comment by the FRCOG and the towns, if applicable.
- 6) Prepare written recommendations for potential improvements to the 401 Water Quality Certificate.
- 7) One to two (1-2) joint meetings with FRCOG and towns via Zoom.

Budget & Billing:

All requests for legal services will be coordinated through the FRCOG. The maximum hourly rate for legal services is \$300/hour. The maximum amount of the contract is \$20,000. Invoices shall be submitted quarterly and shall summarize/itemize work completed including number of hours and hourly rates for Ronald Shems and any other Tarrant, Gillies & Shems staff. Any legal services overlapping with work to be completed for the Connecticut River Conservancy shall be split 50%-50% between the two organizations. Some of the examples of overlapping work include review, written comments and recommendations on FirstLight's proposed Settlement Agreement and related Articles of the License, review, written comments and recommendations on FirstLight's proposed Off-License Agreements governing certain recreational facilities and preparation of Deliverables.



Office of the Selectboard

Town of Montague
One Avenue A
Turners Falls, MA 01376

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

Seth Rutherford
253 Organic, LLC
253 Millers Falls Rd.
Turners Falls MA 01376

August 9, 2022

Dear Mr. Rutherford,

Please accept this letter as the Town of Montague's response to your request for an account of Town cannabis impact fee-supported appropriations and expenditures to-date. These expenditures reflect the Town's continuing commitment to using impact fees defined in our Host Community Agreement in a manner consistent with the intent of the law and spirit of that agreement.

Each year, the Town is careful to segment impact fees from general revenue, directing them into a dedicated Cannabis Impact Fee Stabilization Account. We strive to align any expenditures against the account with the reasonable and justifiable purposes of the impact fees. We have taken a cautious approach to spending, allowing time for impacts and the expected level of resources to become apparent. In this way the Town can better prioritize and scale its response to issues and lend some degree of sustainability to any continuing expense.

The Town began to allocate funds in FY21, making its first expenditures against those appropriations in FY22. Total appropriations made in FY21 were \$120,050 with FY22 expenses of \$96,405.43.

Those appropriations and expenditures include:

- \$14,012 for costs incurred by Town Departments in connection with the establishment and operation of 253 Farmacy. Expended in full during FY21.
- \$5,538 for costs incurred by the Turners Falls Fire District in connection with the establishment and operation of 253 Farmacy. This was expended in full during FY21.
- \$7,000 for police training relative to identification of cannabis intoxication. This has not yet been expended due to limited training time being available for officer participation.
- \$85,000 for school-based substance abuse counseling services shared by the Gill-Montague Regional School District and Franklin County Technical School. \$72,576 was billed in FY21. Services remain ongoing.
- \$8,500 for prevention program development and monitoring by the Communities that Care Coalition. \$4,279.43 was billed in FY21, services remain ongoing.

The Town allocated additional funds in FY22, with some for initiatives that would begin in FY22 and others to begin in FY23. The total appropriations made in FY22 were \$288,800 with expenses relative to these appropriations to date of \$25,606.50.

Those appropriations and expenditures include:

- \$50,000 for evidence-based substance abuse prevention programming with a focus on serving families and children. \$11,119.50 was billed in FY21 with an FY22 invoice of \$14,487 pending.
- \$86,900 for school-based substance abuse counseling services for the Gill-Montague Regional School District. Services to be implemented in Fall 2022.
- \$86,900 for school-based substance abuse counseling services for the Franklin County Technical School. Services to be implemented in Fall 2022.
- \$40,000 for the purpose of funding community-based Science, Technology, Engineering, and Math afterschool enrichment programs. Services to be implemented in Fall/Winter 2022.
- \$25,000 for the purpose of developing a Feasibility Assessment and Preliminary Design for roadway safety improvements to the intersection of Millers Falls Road and Industrial Boulevard. Project not yet initiated.

For summary purposes, an account of receipts, interest, and appropriations from the Cannabis Impact Stabilization Account appears below. Note that expenses against appropriations totaled \$107,524.93 as of the close of FY22, with invoices received for an additional \$14,487 in FY23.

Fiscal Year	Source	Value
FY20	Receipts	35,791.00
FY21	Receipts	198,883.83
FY21	Interest	723.94
FY22	Receipts	390,842.79
FY22	Interest	4,859.10
Total		631,100.66
<i>Appropriated</i>		<i>(408,850)</i>
Balance		222,250.66

I would be happy to meet to review any aspect of this report at your convenience. We appreciate 253 Farmacy's ongoing compliance with the terms of its Host Community Agreement, as well as your sincere interest in contributing to our shared community.

Respectfully,



Steven Ellis
Montague Town Administrator



99 Millers Falls Road
Northfield, MA 01360
Ph: (413) 659-4489
FAX: (413) 659-4459
E-mail: nick.hollister@firstlightpower.com
Nicholas Hollister
Senior Operations Manager, North

August 8, 2022

Town Administrator
c/o Mr. Steven Ellis
Town of Montague
1 Avenue A
Turners Falls, MA 01376

Dear Mr. Ellis,

The Turners Falls Power Canal service outage will take place Monday, September 19, 2022 through Saturday, September 24, 2022. The canal will be drained by 0700 hours, Monday, September 19, 2022 and remain so until Saturday, September 24, 2022. During this time, the canal will be dewatered to perform inspection and maintenance work along the canal at a number of locations.

We will be performing maintenance activities in and around the canal throughout the week. If you have any projects or activities, pertaining to the power canal, scheduled during this period, please contact me regarding coordination and accessibility issues.

It may become necessary to cancel or reschedule this outage due to system load conditions during this period. You will be notified of changes as they occur. If you have any comments or questions regarding this schedule, please call me so we can discuss them.

Sincerely,

A handwritten signature in black ink that reads "Nick Hollister".

Nicholas Hollister
Senior Operations Manager, North

NH:lb

15D

SECTION 00.11.25
ADVERTISEMENT TO BID

The **Town of Montague**, the Awarding Authority, invites sealed bids from General Contractors for the Montague Town Hall Roof Replacement in Turners Falls, Massachusetts, in accordance with the documents prepared by **HELENE-KARL Architects, Inc.**

The Project consists of: Replacing the existing asphalt shingle roof (approximately 5000 SF) on the Town Hall building. The scope will include limited demolition (removal of abandoned antenna, two masonry chimneys, and an existing iron fire escape) as well as limited masonry repointing.

The work is estimated to cost **\$120,000**.

Bids are subject to M.G.L. c.149 §44A-J & to minimum wage rates as required by M.G.L. c.149 §§26 to 27H inclusive.

THIS PROJECT IS BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED. Please review the instructions in the bid documents on how to register as an electronic bidder. The bids are to be prepared and submitted at www.biddocsonline.com . Tutorials and instructions on how to complete the electronic bid documents are available online (click on the "Tutorial" tab at the bottom footer).

General Bids will be received until **2:00 p.m. on 1 September 2022** and publicly opened online, forthwith.

All Bids should be submitted online at www.biddocsonline.com and received no later than the date and time specified above.

General bids and sub-bids shall be accompanied by a bid deposit that is not less than five (5%) of the greatest possible bid amount (considering all alternates) and made payable to the **Town of Montague**.

Bid Forms and Contract Documents will be available for pick-up at www.biddocsonline.com (may be viewed electronically and downloaded) or hard copies may be purchased at Nashoba Blue, Inc. at 433 Main Street, Hudson, MA 01749 (978-568-1167).

PRE-BID CONFERENCE / SITE VISIT:

Date and Time: 8/22/22 at 10:00 a.m.

Address: Town Hall – One Avenue A, Turners Falls, MA

Instructions: Meet at the rear entrance at the lower parking lot.

The Contract Documents may be seen, but not removed at:

Town of Montague
Town Hall
One Avenue A
Turners Falls, MA 01376
413-863-3200

Nashoba Blue Inc.
433 Main Street
Hudson, MA 01749
978-568-1167

END OF SECTION